

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM466004

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dowco, Inc.		12/31/2017	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	Dowco Powersports, LLC		
Street Address:	4230 Clipper Drive		
City:	Manitowoc		
State/Country:	WISCONSIN		
Postal Code:	54220-4116		
Entity Type:	Limited Liability Company: WISCONSIN		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	2972231	PLAY FOR KEEPS	
Registration Number:	2457545	RALLY	
Registration Number:	4723339	RIDEAIR	
Registration Number:	4264702	EZ-ZIP	
Registration Number:	3465202	FASTRAX	
Registration Number:	2919591	GUARDIAN	
Registration Number:	1805992	GUARDIAN COVERS	
Registration Number:	3629593	GUARDIAN WEATHERALL	
Registration Number:	2164554	IRON HORSE	
Registration Number:	3211697	IRON RIDER	
Registration Number:	4308174	MOISTURE-GUARD	
Registration Number:	2247987	DOWCO	
Registration Number:	2672202	AQUAGUARD	
Registration Number:	2744448	CLIMASHIELD	
Registration Number:	4294888	COLOR-LOK	
Registration Number:	3901173	SHOWSTOPPER	
Registration Number:	3755608	SPORTCREATION	
Registration Number:	3476019	TRAVELER	
Registration Number:	4363345		

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Property Type	Number	Word Mark
Registration Number:	3476018	ULTRALITE
Registration Number:	4690704	WILD GAME CABIN
Registration Number:	4291429	WILLIE & MAX

CORRESPONDENCE DATA

Fax Number: 4142735198

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 414-273-3500

Email: sdelsman@gklaw.com

Correspondent Name: Shane Delsman; Godfrey & Kahn, S.C.

Address Line 1: 833 East Michigan Street, Suite 1800

Address Line 4: Milwaukee, WISCONSIN 53202-5615

NAME OF SUBMITTER:	Shane Delsman
SIGNATURE:	/Shane Delsman/
DATE SIGNED:	03/16/2018

Total Attachments: 7
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PATENT, TRADEMARK AND DOMAIN NAME ASSIGNMENT

THIS PATENT, TRADEMARK AND DOMAIN NAME ASSIGNMENT (the "Assignment") is made and shall be effective as of 11:59 P.M. (CST), December 31, 2017 (the "Effective Date"), by and between Dowco, Inc. ("Assignor"), a Wisconsin corporation, and Dowco Powersports, LLC, a Wisconsin limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor, owns all right, title, and interest in and to the (i) patent and patent applications identified in **Exhibit A** attached hereto, and all inventions described and claimed therein (including all divisional, continuations, continuations-in-part, provisionals, reissues, renewals, reexaminations, extensions of such patents or interferences thereof) (collectively referred to as the "Assigned Patents"), (ii) trademarks identified in **Exhibit B** attached hereto, any associated applications and registrations thereof, any related common law rights, and further including the goodwill associated with the trademarks (collectively the "Assigned Trademarks"), and (iii) domain name registrations identified in **Exhibit C** (collectively the "Assigned Domain Names");

WHEREAS, Assignor, as the sole member of Assignee, desires to make an initial contribution to Assignee by contributing certain of its assets and rights to Assignee, including all right, title and interest throughout the world in and to, along with the right to recover damages and profits for past and future infringements of, the (i) Assigned Patents and in and to any applications that have been or shall be filed in any foreign countries claiming priority thereto, and all patents or utility models of foreign countries that may be granted therefrom, (ii) Assigned Trademarks and any applications and registrations therefor, together with the goodwill of the business in connection with which the Assigned Trademarks are used and which is symbolized by the Assigned Trademarks, and (iii) the Assigned Domain Names, together with the goodwill of the business in connection with which the Assigned Domain Names are used and which is symbolized by the Assigned Domain Name.

AGREEMENT

NOW, THEREFORE, for the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, effective as of the Effective Date, Assignor hereby sells, assigns and transfers unto Assignee all right, title, and interest in and to the (i) Assigned Patents, and in and to any applications that have been or shall be filed in any foreign countries claiming priority thereto, and all patents or utility models of foreign countries that may be granted therefrom, all proceeds therefrom together with any and all claims or causes of infringement thereof that may have accrued prior to and/or after the Effective Date, together with the right to bring suit for and/or initiate any proceeding to collect any and all damages arising from said claims or causes of action, (ii) Assigned Trademarks and any applications or registrations therefor, together with all common law rights therein, the goodwill of the business in connection with which the Assigned Trademarks are used and which is symbolized by the Assigned Trademarks, throughout the world, all renewals thereof, and all rights of action, powers, and benefits accrued thereto, including the right to sue for and collect damages and profits for past and future infringements thereof, and (iii) Assigned Domain Names, together with the goodwill of the business in connection with which the Assigned Domain Names are

used and which is symbolized by the Assigned Domain Names, to be held and enjoyed by the Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this Assignment not been made.

Where appropriate, the parties authorize and request the (i) Commissioner of Patents and Commissioner of Trademarks of the United States Patent and Trademark Office, whose duty it is to register patents and trademarks, to record Assignee as the assignee and owner of the Assigned Patents and Assigned Trademarks and (ii) the issuing domain name registry to record Assignee as the assignee and owner of the Assigned Domain Names.

Assignee and Assignor hereby further undertake that they will execute such additional documents and take such further actions as may be reasonably required in order to confirm and further effectuation the assignment of the Assigned Patents, Assigned Trademarks and Assigned Domain Names by Assignor to Assignee.

This Assignment (i) may be executed in one or more counterparts and delivered by facsimile, portable document format or other electronic means, each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement; (ii) shall be binding upon and inure to the benefit of the parties hereto, and each of their successors and assigns; (iii) shall be governed in all respects by the internal laws of the State of Wisconsin, without regard to its conflicts of law principles which would require application of the laws of another jurisdiction; and (iv) may not be amended or modified unless in writing and signed by Assignee and Assignor.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned parties have executed this Patent, Trademark and Domain Name Assignment as of the Effective Date.

"ASSIGNOR":

DOWCO, INC., a Wisconsin corporation

By: 

Name: David P. Behnke

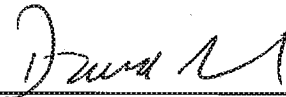
Title: Vice President of Finance

"ASSIGNEE":

DOWCO POWERSPORTS, LLC, a
Wisconsin limited liability company

By: Dowco, Inc.

Its: Sole Member and Manager

By: 

Name: David P. Behnke

Its: Vice President of Finance

(Signature page to Patent, Trademark and Domain Name Assignment - Powersports)


EXHIBIT A

Assigned Patents

PATENT	COUNTRY	PATENT [APPLICATION] NUMBER	ISSUE [FILING] DATE	RECORD OWNER
Vehicle Protective Cover Including an Alarm Unit	United States	[10/367,483] 6/876,297	[2/14/2003] 4/5/2005	Dowco, Inc.
Vented Transport Cover	United States	[10/953,177] 7,210,728	[9/29/2004] 5/1/2007	Dowco, Inc.
Motorcycle Saddlebag	United States	[12/821,804] 7,926,687	[6/23/2010] 4/19/2011	Dowco, Inc.
Motorcycle Saddlebag	United States	[13/088,990] 8,167,181	[4/18/2011] 5/1/2012	Dowco, Inc.
Motorcycle Saddlebag	United States	[13/430,939] 8,608,039	[3/27/2012] 12/17/2013	Dowco, Inc.
Motorcycle Saddlebag	United States	[14/081,603] 9,211,928	[11/15/2013] 12/15/2015	Dowco, Inc.
Attachment Mechanism	United States	[14/608,557] 9,695,973	[1/29/2015] 7/4/2017	Dowco, Inc.

EXHIBIT B

Assigned Trademarks

MARK	COUNTRY	SERIAL NUMBER	FILING DATE	RECORD OWNER
PLAY FOR KEEPS	United States	[76/548,170] 2,972,231	[9/12/2003] 7/19/2005	Dowco, Inc.
RALLY	United States	[75/261,631] 2,457,545	[3/21/1997] 6/5/2001	Dowco, Inc.
	United States	[86/389,488] 4,723,339	[9/9/2014] 4/21/2015	Dowco, Inc.
EZ-ZIP	United States	[85/654,496] 4,264,702	[6/18/2012] 12/25/2012	Dowco, Inc.
FASTRAX	United States	[77/079,983] 3,465,202	[1/10/2007] 7/15/2008	Dowco, Inc.
GUARDIAN	United States	[76/517,754] 2,919,591	[5/5/2003] 1/18/2005	Dowco, Inc.
GUARDIAN	China	3694870	[8/29/2003] 5/14/2008	Dowco, Inc.
GUARDIAN COVERS	United States	[74,371,650] 1,805,992	[3/25/1993] 11/23/1993	Dowco, Inc.
GUARDIAN WEATHERALL	United States	[77/420,096] 3,629,593	[3/12/2008] 6/2/2009	Dowco, Inc.
IRON HORSE	United States	[75/140,487] 2,164,554	[7/26/1996] 6/9/1997	Dowco, Inc.
IRON RIDER	United States	[76/473,669] 3,211,697	[12/6/2002] 2/20/2007	Dowco, Inc.
MOISTURE-GUARD	United States	[85/656,780] 4,308,174	[6/20/2012] 3/26/2013]	Dowco, Inc.
WILLIE & MAX	Thailand	868489	[10/30/2012] 4/5/2017	Dowco, Inc.
WILLIE & MAX	Taiwan	[101057698] 01601661	[10/11/2012] 10/1/2013	Dowco, Inc.
DOWCO	United States	[75/129,334] 2,247,987	[7/2/1996] 12/2/1997	Dowco, Inc.
AQUAGUARD	United States	[78/054,575] 2,672,202	[3/22/2001] 10/15/2002	Dowco, Inc.
CLIMASHIELD	United States	[76/367,685] 2,744,448	[2/7/2002] 8/6/2002	Dowco, Inc.
COLOR-LOK	United States	[85/606,953] 4,294,888	[4/24/2012] 2/26/2013	Dowco, Inc.
SHOWSTOPPER	United States	[77/648,437] 3,901,173	[1/13/2009] 1/4/2011	Dowco, Inc.

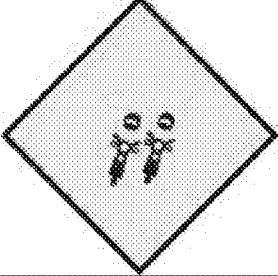
MARK	COUNTRY	SERIAL NUMBER	FILING DATE	RECORD OWNER
SPORTCREATION	United States	[77/560,227] 3,755,608	[9/2/2008] 3/2/2010]	Dowco, Inc.
TRAVELER	United States	[77/354,571] 3,476,019	[12/18/2007] 7/29/2008	Dowco, Inc.
	United States	[85/619,517] 4,363,345	[5/8/2012] 7/9/2013	Dowco, Inc.
ULTRALITE	United States	[77/354,565] 3,476,018	[12/18/2007] 7/29/2008	Dowco, Inc.
WILD GAME CABIN	United States	[86/087,970] 4,690,704	[10/10/2013] 2/24/2015	Dowco, Inc.
WILLIE & MAX	United States	[85/613,233] 4,291,429	[5/1/2012] 2/19/2013	Dowco, Inc.
WILLIE & MAX	China	11669135	[10/30/2012] 4/7/2014	Dowco, Inc.

EXHIBIT C

Assigned Domain Names

DOMAIN NAME	EXPIRATION/ RENEWAL DATE	RECORD OWNER	DOMAIN NAME REGISTRY
www.dowco-inc.com	4/25/2020	Dowco, Inc.	Network Solutions, LLC
www.dowcopowersports.com	2/6/2022	Dowco, Inc.	Network Solutions, LLC
www.willieandmax.com	1/5/2019	Dowco, Inc.	Network Solutions, LLC
www.dowcoseating.com	3/31/2019	Dowco, Inc.	Google Inc.
www.dowcoseating.net	3/31/2019	Dowco, Inc.	Google Inc.