

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470705

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 Dr.		
City:	Manitowoc		
State/Country:	WISCONSIN		
Postal Code:	54220		
Entity Type:	Limited Liability Company: WISCONSIN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3465201	FASTRAX	
Registration Number:	4264699		
CORRESPONDENCE DATA			
Fax Number:	4142735198		
<i>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.</i>			
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:	04/20/2018		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK 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 trademarks identified in Exhibit A 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");

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 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.

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 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, 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 Commissioner of Trademarks of the United States Patent and Trademark Office, whose duty it is to register trademarks, to record Assignee as the assignee and owner of the Assigned Trademarks.

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 Trademarks 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

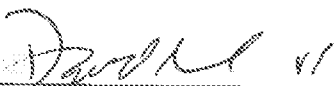
would require application of the laws of another jurisdiction; and (iv) may not be amended or modified unless in writing and signed by Assignee and Assignor.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned parties have executed this Trademark 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

EXHIBIT A

Assigned Trademarks

MARK	COUNTRY	SERIAL NUMBER	FILING DATE	RECORD OWNER
	United States	[77/079,969] 3,465,201	[1/10/2007] 7/15/2008	Dowco, Inc.
	United States	[85/654,264] 4,264,699	[6/18/2012] 12/25/2012	Dowco, Inc.