

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM526965

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Softopper LLC		05/31/2019	Limited Liability Company: COLORADO
Lawrence Dwyer		05/31/2019	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bestop, Inc.		
<b>Street Address:</b>	333 Centennial Parkway		
<b>Internal Address:</b>	Suite B		
<b>City:</b>	Louisville		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80027		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85598992	SOFTOPPER	
<b>Registration Number:</b>	5090366	VENTURE TOPS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2483644285		
<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>			
<b>Phone:</b>	(248) 364-4300		
<b>Email:</b>	awharfield@warnpartners.com		
<b>Correspondent Name:</b>	Warn Partners P.C.		
<b>Address Line 1:</b>	691 North Squirrel Road		
<b>Address Line 2:</b>	Suite 140		
<b>Address Line 4:</b>	Auburn Hills, MICHIGAN 48326		
<b>ATTORNEY DOCKET NUMBER:</b>	BES-50054		
<b>NAME OF SUBMITTER:</b>	Philip R. Warn		
<b>SIGNATURE:</b>	/Philip R. Warn - Reg. No. 32775/		
<b>DATE SIGNED:</b>	06/07/2019		
<b>Total Attachments: 5</b>			

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“**Assignment**”), effectively dated as of May 31, 2019 (“**Effective Date**”), is entered into by and between Softopper LLC, a Colorado limited liability company (“**Softopper**”) having its principal offices at 4750 Nautilus Ct., South Unit B, Boulder, Colorado 80301, Lawrence Dwyer, a Colorado resident (“**Dwyer**”, and collectively with Softopper, “**Assignor**”), and Bestop, Inc., a Delaware corporation (“**Assignee**”) having its principal offices at 333 Centennial Parkway, Suite B, Louisville, Colorado 80027. Capitalized terms used, but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, Assignor is the owner of the trademark application/registrations listed on **Schedule A** attached hereto and made a part hereof, and any common-law rights and goodwill associated therewith (the “**Trademarks**”); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept such assignment of the Trademarks pursuant to the terms and conditions of this Assignment and that certain Asset Purchase Agreement between the parties and others dated as of even date herewith (the “**Purchase Agreement**”).

NOW, THEREFORE, in consideration of the premises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby agree as follows:

1. Assignment of Trademark. Effective as of the Effective Date, or, if required by law, when a Trademark matures to registration, Assignor hereby assigns, transfers and conveys to Assignee, its successors, assigns, and legal representatives, in perpetuity and royalty-free, and Assignee hereby accepts, all of Assignor's worldwide right, title and interest in and to the Trademarks, including, without limitation, (i) the portion of Assignor's business to which the Trademarks pertain, together with the accompanying goodwill of the business symbolized by the Trademarks; (ii) all registrations and applications for registration of the Trademarks; (iii) all income, royalties, damages and payments now due or payable or which hereafter become due or payable in respect to the Trademarks, and (iv) Assignor's right to sue for damages and other remedies against past, present and future infringement of the Trademarks, the same to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and/or other legal representatives. The Assignor hereby authorizes the necessary intellectual property, patent and trademark offices in the applicable territories to record the Assignee as the assignee of all right, title and interest in and to the Trademarks.

2. Further Assurances. Upon Assignee's reasonable request and at Assignee's sole cost and expense, Assignor agrees to execute all reasonable documents reasonably necessary to perfect such rights, title, and interest in and to the Trademarks with the Assignee, its successors, assigns, and legal representatives, and to perform any other acts and make such requested filings as are necessary to confirm and perfect the assignment of all right, title, and interest in and to the Trademarks from the Assignor to the Assignee.

3. Warranties. Assignee acknowledges that Assignor makes no representation or warranty with respect to the Trademarks being assigned hereby except as specifically set forth in the Purchase Agreement.

4. Assignment Costs. Assignee shall be solely responsible for all costs and fees incurred in connection with recording this Assignment.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Colorado, without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Colorado.

6. Successors and Assigns. This Assignment shall inure to the benefit of and be binding on the successors and assigns of both parties.

7. Counterparts. This Assignment may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. A facsimile or PDF signature of this Assignment shall be valid and have the same force and effect as a manually signed original.

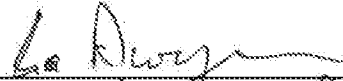
8. Entire Agreement. This Assignment, together with the Purchase Agreement, constitutes the complete and exclusive agreement between the parties concerning the subject matter hereof, and supersedes all prior written and oral agreements and understandings between the parties. Nothing contained in this Assignment shall be construed to enlarge, alter, change or amend any provision of the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

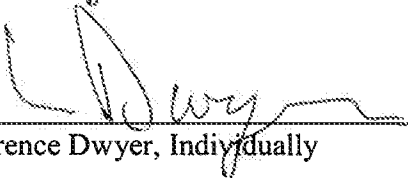
[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment effective as of the Effective Date.

**ASSIGNOR:**

SOFTOPPER LLC,  
a Colorado limited liability company

By:   
Print name: Lawrence Dwyer  
Title: Managing Member

  
Lawrence Dwyer, Individually

**ASSIGNEE:**

BESTOP, INC.  
a Delaware corporation

By: \_\_\_\_\_  
Print name: Jeff Green  
Title: VP, Strategy & Acquisitions

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment effective as of the Effective Date.

**ASSIGNOR:**

SOFTOPPER LLC,  
a Colorado limited liability company

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Lawrence Dwyer, Individually

**ASSIGNEE:**

BESTOP, INC.  
a Delaware corporation

By:  \_\_\_\_\_  
Print name: Jeff Green  
Title: VP, Strategy & Acquisitions

SCHEDULE A

Type	Mark	Application No. / Registration No.
Trademark	Softopper	Registration No. 85,598,992 (November 20, 2012)
Trademark	Venture Tops	Registration No. 5,090,366 (November 29, 2016)

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