

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM550319

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Schwintek, Inc.		11/18/2019	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	Lippert Components Manufacturing, Inc.		
Street Address:	3501 C.R. 6 East		
City:	Elkhart		
State/Country:	INDIANA		
Postal Code:	46514		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5165292	PWR ARM	
Registration Number:	5165029	PWR ARM	
CORRESPONDENCE DATA			
Fax Number:	7038164100		
<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:	7038164063		
Email:	sld@nixonvan.com		
Correspondent Name:	Sheryl DeLuca		
Address Line 1:	901 N. Glebe Road, 11th Floor		
Address Line 4:	Arlington, VIRGINIA 22203		
NAME OF SUBMITTER:	Sheryl De Luca		
SIGNATURE:	/Sheryl De Luca/		
DATE SIGNED:	11/21/2019		
Total Attachments: 5			
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OP \$65.00 5165292

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Trademark Assignment**”) is made and entered into as of November 18, 2019, by and between Schwintek, Inc., a corporation under the laws of Indiana, with a principal address of 301 Ranger Dr., Cassopolis, Michigan 49031 (“**Assignor**”), and Lippert Components Manufacturing, Inc., a corporation under the laws of Delaware, with a principal address of 3501 C.R. 6 East, Elkhart, Indiana 46514 (“**Assignee**”), pursuant to that certain Asset Purchase Agreement between Assignee and Assignor, dated as of November 18, 2019, (the “**Asset Purchase Agreement**”), whereby Assignee is the purchaser of certain assets of Assignor.

WHEREAS, Assignor is the owner of the trademark applications and registrations set forth on the accompanying Appendix A (the “**Marks**”);

WHEREAS, Assignee is desirous of acquiring said Marks and all title and rights thereunder, together with the goodwill of the business with which the Marks are used and which is symbolized by the Marks; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor is to convey, transfer and assign to Assignee, the Marks, together with the goodwill of the business with which the Marks are used and which is symbolized by the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the foregoing and the mutual representations, warranties and covenants set forth herein and in the Asset Purchase Agreement, the parties agree as follows:

1. **Assignment.** Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts all of Assignor’s right, title, and interest in and to the Marks, including any applications to register the Marks, together with the goodwill of the business symbolized by the Marks, all common law rights related to the Marks, all rights of renewal and extension, and the right to recover for damages and profits for past infringements thereof (collectively, the “**Assigned Trademark Rights**”).
2. **Recordation and Further Actions.** Assignor authorizes the United States Patent and Trademark Office and any other governmental officials to record and register this Trademark Assignment upon the request of Assignee. From time to time at Assignee’s reasonable request, Assignor shall cooperate with the execution of any documents, files, registrations, or other similar items to obtain the full benefits of this Trademark Assignment.
3. **Terms of the Asset Purchase Agreement.** The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademark Rights are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded or modified hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
4. **Counterparts.** This Trademark Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the

same instrument. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment will be governed by and construed in accordance with the laws of the State of Delaware without regard to such State's conflicts-of-laws rules.

7. Amendment and Modification. This Trademark Assignment may be amended, modified, or supplemented only by written agreement of Assignee and Assignor.

8. Entire Agreement. This Trademark Assignment, together with the Asset Purchase Agreement and all other documents executed in connection with the consummation of the transactions contemplated herein, embody the entire agreement and understanding of the parties in respect of the Assigned Trademark Rights and related transactions, and supersedes all prior agreements and understandings with respect to that subject matter.

[REMAINDER OF PAGE IS BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

Assignor: Schwintek, Inc.

By: 

Name: Michael A. Schwindaman

Title: President

Date: _____

AGREED TO AND ACCEPTED:

Assignee: Lippert Components Manufacturing, Inc.

By: _____

Name: _____

Title: _____

Date: _____

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 006800 FRAME: 0696

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

Assignor: Schwintek, Inc.

By: _____

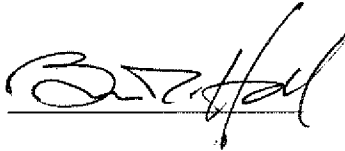
Name: Michael A. Schwindaman

Title: President

Date: _____

AGREED TO AND ACCEPTED:

Assignee: Lippert Components Manufacturing, Inc.

By:  _____

Name: Brian Hall

Title: Chief Financial Officer


Date: _____

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 006800 FRAME: 0697

APPENDIX A

Trademark Registrations

Mark	Reg. No.	Reg. Date	Int. Class
	5165292	3/21/2017	12
PWR ARM	5165029	1/3/2017	12

Trademark Applications

Mark	Reg. No.	Reg. Date	Int. Class

Unregistered Marks

Mark	Reg. No.	Reg. Date	Goods