

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM558084

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thor Tech, Inc.		01/17/2020	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Bison Horse Trailers, LLC		
Street Address:	1002 N Old State Road 15		
City:	Milford		
State/Country:	INDIANA		
Postal Code:	46542-9140		
Entity Type:	Limited Liability Company: INDIANA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5119086	SILVERADO	
Registration Number:	2910980	BISON	
Registration Number:	5119089	TRAIL HAND	
Registration Number:	5393959	RANGER	
Registration Number:	5119083	BISON	
Registration Number:	5127865	BISON COACH	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(574)294-7706		
Email:	cputt@thorindustries.com		
Correspondent Name:	Christopher R. Putt		
Address Line 1:	601 East Beardsley Avenue		
Address Line 4:	Elkhart, INDIANA 46514		
ATTORNEY DOCKET NUMBER:	Thor		
NAME OF SUBMITTER:	Christopher R. Putt		
SIGNATURE:	/Christopher R. Putt/		
DATE SIGNED:	01/17/2020		

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Total Attachments: 4

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Trademark Assignment Agreement

This Trademark Assignment Agreement ("Assignment") is entered into as of January 17, 2020 (the "Effective Date") by and between Thor Tech, Inc., a company organized and existing under the laws of the State of Nevada, United States of America (hereinafter, "Thor Tech") and Bison Horse Trailers, LLC organized and existing under the laws of the State of Indiana, United States of America, (hereinafter, "Assignee"). Thor Tech and Assignee be referred to herein individually as a "Party", and collectively, as the "Parties".

Whereas, Thor Tech, Inc. owns the trademarks and trademark registrations identified on Schedule 1 hereto (collectively, the "Marks") and has used the Marks through its licensee and affiliate Bison Horse Trailers LLC ("Bison").

Whereas, subject to the terms and conditions of this Assignment, Thor Tech desires to assign, and Assignee desires to acquire, all right, title, and interest in the Marks, together with the goodwill of the business in connection with which the Marks have been used.

Now, therefore, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Thor Tech and Assignee agree:

1. **Assignment.** Subject to the terms and conditions herein, Thor Tech hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Thor Tech's right, title and interest in the Marks and registrations identified on Schedule 1, and to the goodwill of the business in connection with which the Marks have been used, the same to be held and enjoyed by Assignee for its own use and benefit as fully and entirely as the same would have been held and enjoyed by Thor Tech if this assignment had not been made, together with the right to sue and recover for past infringements.
2. **Recordation and Further Actions.** Thor Tech hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Thor Tech shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Marks to Assignee, or any assignee or successor thereto.

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3. **Co-Existence.** Thor Tech and Assignee acknowledge and agree:

- a. Bison has historically used the Marks, namely, of cargo trailers for carrying livestock, horse trailers without living quarters, and horse trailers with an additional recreational vehicle-style living quarters (collectively, "**Bison Goods**").
- b. Thor Tech own and uses, and will continue to own and use, (directly or through affiliated licensees) certain trademarks which are similar to or identical to one or more of the Marks in connection with the manufacture, marketing, and sale of recreational vehicles (including motorhomes, travel trailers, fifth wheel travel trailers, and toy haulers) which do not contain areas for the transportation of horses or other livestock (collectively, "**Thor Goods**"). Thor Tech shall continue to own and use marks similar and/or identical to the Marks with respect to Thor Goods but shall not use marks confusingly similar and/or identical to the Marks with respect to Bison Goods.
- c. Assignee will use the Marks solely in connection with Bison Goods and shall not use the Marks in connection with Thor Goods. Further, Assignee agrees it will not use the Marks (or confusingly similar marks) in connection with RVs. Assignee further agrees it will amend U.S. Reg. No. 5393959 to delete "recreational vehicles, namely, towable trailers" from the identification of goods when it next files a Section 8 affidavit in relation to that Registration, if not sooner.
- d. Despite the former common ownership of Thor Tech and Bison, the Parties do not believe there is a likelihood of confusion because each Party will exercise commercially reasonable means to avoid potential likely confusion; and, if either Party discovers any instance of actual customer confusion with respect to any of their products or considers additional actions to be appropriate to minimize the potential for a likelihood of customer confusion to arise in the market for their respective goods, that Party shall contact the other Party and provide the other Party with the information obtained about such actual confusion, and the Parties shall in good faith promptly address such matters and work together to use reasonable efforts to correct that confusion and prevent it from re-occurring.

4. **Miscellaneous.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and

their respective successors and assigns. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Indiana without giving effect to any choice or conflict of law provision or rule.

In witness whereof, Assignor has caused this assignment to be signed by its duly authorized officer named below on January 17, 2020

IN WITNESS WHEREOF, Thor Tech has duly executed and delivered this Assignment as of the date first above written.

Thor Tech, Inc.

By: 

Name: Todd Woelfer

Title: Secretary

AGREED TO AND ACCEPTED:

Bison Horse Trailers, LLC

By: 

Name: Colleen Zuhl

Title: Vice President

Schedule 1

SILVERADO	U.S. Reg. No. 5119086	Horse trailers; combination recreational vehicle and horse trailer (In Class 12)
TRAIL BOSS	Not Registered	Horse trailers with living quarters (In Class 12)
LAREDO	Not Registered	(12) Horse trailers with living quarters (in Class 12)
PREMIERE	Not Registered	(12) Horse trailers with living quarters (in Class 12)
BISON	U.S. Reg. No. 2910980	Cargo trailers for carrying livestock (in Class 12)
BISON	Canadian Reg. No. TMA987537	Horse trailers; recreational vehicles, namely, horse trailers with living quarters; Combination camping recreational vehicle, namely, horse trailers with living quarters (in Class 12)
TRAIL HAND	U.S. Reg. No. 5119089	Cargo trailer for transporting livestock (in Class 12)
RANGER	U.S. Reg. No. 5393959	Recreational vehicles, namely, towable trailers; horse trailers; horse trailers with living quarters; combination camping recreational vehicle and horse trailer (in Class 12)
BISON	U.S. Reg. No. 5119083	Horse trailers; Recreational vehicles, namely, towable trailers; Combination camping recreational vehicle and horse trailer (in Class 12)
BISON COACH LOGO (Design)	U.S. Reg. No. 5127865	Recreational vehicles, namely, towable trailers; horse trailers; horse trailers with living quarters; combination camping recreational vehicle and horse trailer (in Class 12)