

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM567672

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
James J. Cominsky		02/19/2016	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Kruckeberg Industries, LLC		
Street Address:	500 Minimizer Way SE		
City:	Blooming Prairie		
State/Country:	MINNESOTA		
Postal Code:	55917		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4421260	FAST FLAP	
CORRESPONDENCE DATA			
Fax Number:	6126324444		
<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:	612.632.3357		
Email:	trademark@lathropgpm.com		
Correspondent Name:	Jennifer C. Debrow		
Address Line 1:	500 IDS Center, 80 South Eighth Street		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Cynthia Hefferan, Paralegal		
SIGNATURE:	/Cynthia Hefferan/		
DATE SIGNED:	03/18/2020		
Total Attachments: 5			
source=2016 02 19 - redacted Cominsky - Kruckeberg APA#page1.tif			
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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "**Agreement**") among James J. Cominsky ("**Seller**"), and Kruckeberg Industries, LLC, a Delaware limited liability company ("**Buyer**") takes effect on February 14, 2016 (the "**Effective Date**").

RECITALS

- A. Seller is engaged in the business of developing manufacturing and distributing a mud flap hanger product that allows for fast release of mud flaps when used in off road conditions, all under the mark FAST FLAPS (the "**Business**").
- B. Seller desires to sell, transfer and otherwise convey to the Buyer, and the Buyer desires to purchase and assume from the Seller, the rights of Seller to the Acquired Assets and Intellectual Property (as defined herein) associated with the Business, subject to the terms and conditions set forth in this Agreement.

AGREEMENT

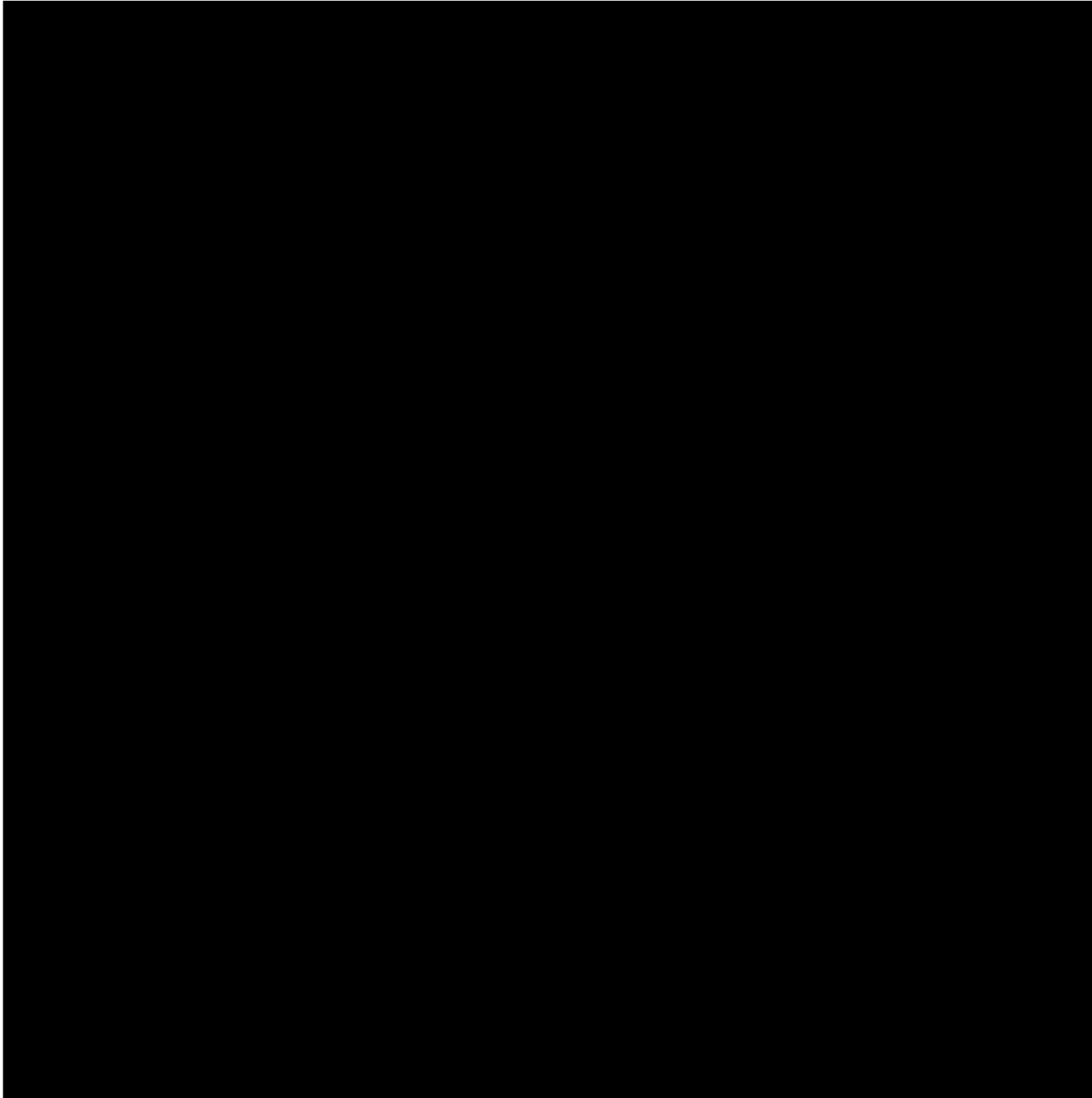
NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I PURCHASE AND SALE

Section 1.01 Purchase and Sale of Assets. On the terms and subject to the conditions of this Agreement, Buyer hereby purchases from Seller, and Seller hereby sells, transfers, conveys and delivers to Buyer, all right, title and interest in, to and under the assets of Seller related to the Business as listed on **Exhibit A-1** hereto (collectively, the "**Acquired Assets**"), free and clear of all security interests, liens, claims, charges, restrictions and encumbrances of any nature ("**Encumbrances**") in exchange for the Purchase Price (as defined herein). The Acquired Assets are hereby deemed to include, without limitation, the following:

(c) all intellectual property and industrial property rights and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, pursuant to the laws of any jurisdiction throughout the world, whether registered or unregistered, including any and all: (a) trademarks, service marks, trade


names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for, any of the foregoing utilized by Seller; (b) patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications, and other patent rights and any other federally-issued indicia of invention ownership (including inventor's certificates, petty patents and patent utility models) utilized by Seller in the operation of Seller's business; and (c) all websites, domain names, or other online accounts associated with the Business (the "**Intellectual Property**");



IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase Agreement to be executed as of the date first written above.

BUYER:

KRUCKEBERG INDUSTRIES, LLC

By: 

Craig D. Kruckeberg
Chief Executive Officer

SELLER:

James J. Cominsky, individually

[Signature Page to Fast Flap Asset Purchase Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase Agreement to be executed as of the date first written above.

BUYER:

KRUCKEBERG INDUSTRIES, LLC

By: _____
Craig D. Kruckeberg
Chief Executive Officer

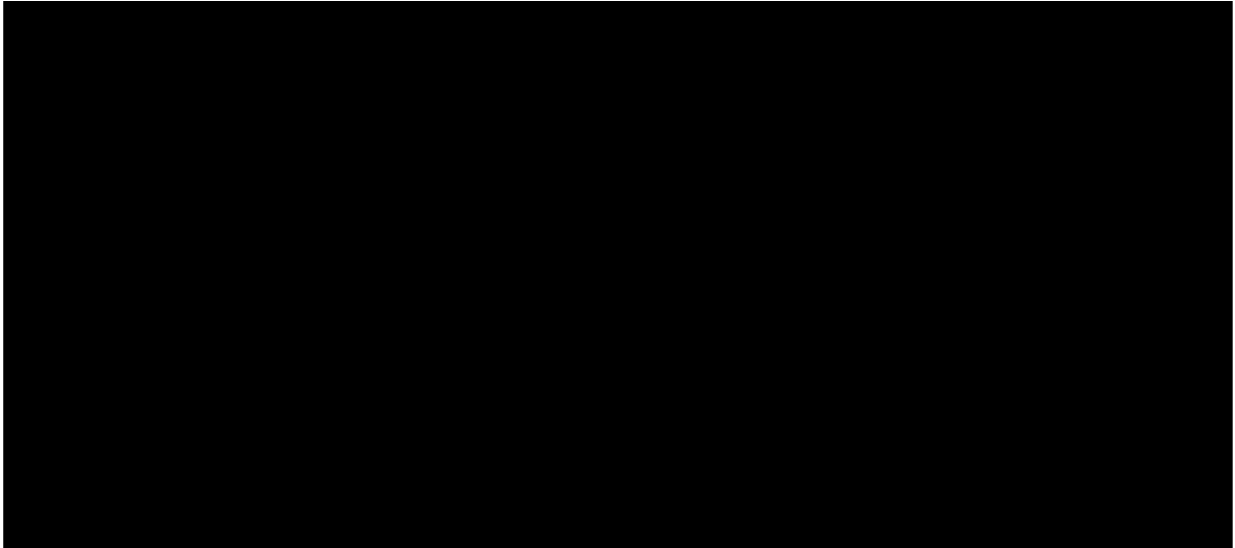
SELLER:


James J. Cominsky, individually

[Signature Page to Fast Flap Asset Purchase Agreement]

EXHIBIT A-1

Acquired Assets



12. U.S. Utility Patent no. 5,967,553 issued on Oct. 19, 1999. [REDACTED]
13. U.S. Design Patent no. US D735,008 S (Reverse Pry Tool for Mud Flap Hanger Brackets) granted on July 28, 2015. [REDACTED]
14. Trademark Brand –“FAST FLAP” U.S. Trademark Serial no. 85861349 to be used for product identification purposes. [REDACTED]
15. Copyright to online video. Registration number PA 1-931-385.

