

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM572078

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900540881		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kruckeberg Industries, LLC		01/01/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Spray Control Systems, Inc.		
<b>Street Address:</b>	500 Minimizer Way SE		
<b>City:</b>	Blooming Prairie		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55917		
<b>Entity Type:</b>	Corporation: MINNESOTA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4421260	FAST FLAP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	(612) 632-3357		
<b>Email:</b>	trademark@lathrogpm.com		
<b>Correspondent Name:</b>	Jennifer C. Debrow		
<b>Address Line 1:</b>	500 IDS Center, 80 South Eighth Street		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	145629-US_010		
<b>NAME OF SUBMITTER:</b>	Cynthia Hefferan, Paralegal		
<b>SIGNATURE:</b>	/Cynthia Hefferan/		
<b>DATE SIGNED:</b>	04/15/2020		
<b>Total Attachments: 4</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “**IP Assignment**”) is made effective as of the 1<sup>st</sup> day of January, 2018 (the “**Effective Date**”), between Kruckeberg Industries, LLC, a Delaware limited liability company (“**Assignor**”), and Spray Control Systems, Inc., a Minnesota corporation (“**Assignee**”). The Assignor and Assignee are sometimes referred to in this IP Assignment together as the “**Parties**” or individually as a “**Party**.”

### RECITALS

A. Pursuant to that certain Asset Purchase Agreement (the “**Purchase Agreement**”), dated as of February 19, 2016, between the Assignor and James J. Cominsky (“**Cominsky**”), Assignor agreed to purchase from Cominsky, and Cominsky agreed to sell, transfer, assign, convey and deliver to Assignor, all of Cominsky’s right, title and interest in, to and under the intellectual property assets listed on Exhibit A attached hereto, together with the good will connected with the use of and symbolized by those assets (collectively, the “**Fast Flap IP Assets**”).

B. Assignor now desires to transfer, assign, convey and deliver to Assignee all of Assignor’s right, title, interest in and to and under the Fast Flap IP Assets.

### AGREEMENT

NOW, THEREFORE, the Parties, intending to be legally bound, hereby agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers and otherwise conveys unto Assignee, without recourse, all right, title and interest of Assignor in and to the Fast Flap IP Assets, including (a) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; (b) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; (c) all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Effective Date, including rights to sue, recover and collect for any past, present or future infringements or misappropriations of the Fast Flap IP Assets; and (d) all associated good will of the business connected with the use of and symbolized by the Fast Flap IP Assets.

2. Binding Effect. The Fast Flap IP Assets are hereby sold, transferred, assigned, conveyed and delivered to Assignee and its successors and assigns, and this IP Assignment shall be binding on Assignor and its successors and assigns.

3. Power of Attorney. Assignor hereby irrevocably constitutes and appoints Assignee, its successors and assigns, and each of them, the true and lawful attorney of Assignor, with full power of substitution, and gives and grants unto Assignee, its successors and assigns, and each of them, full power and authority in the name of Assignor and its successors and assigns, at any time and from time to time, to sign the name of Assignor on all or any such documents or instruments and perform all other acts that Assignee deems necessary or advisable solely to effect the transfer of the Fast Flap IP Assets from Assignor to Assignee and otherwise

to accomplish the purposes of this IP Assignment, including to demand, sue for, recover, receive, compound, acquit, release and discharge any and all liens, rights, demands, moneys and claims of every kind and description whatsoever, based upon, arising out of, or otherwise in respect of the Fast Flap IP Assets. Assignor agrees that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor, or by Assignor's dissolution, or in any manner or for any reason to the fullest extent permitted by law.

4. Recordation and Further Assurances. Assignor hereby authorizes the commissioners and other officials of any applicable governmental authority in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. From and after the Effective Date, Assignor shall take, or cause to be taken, such actions, or execute and deliver, or cause to be executed and delivered, to Assignee, such other agreements, affidavits, declarations, assignments, instruments or other documents, in each case as Assignee may reasonably request, in order to perfect and further evidence the sale, transfer, assignment, conveyance and delivery by Assignor to Assignee of the Fast Flap IP Assets.

5. Governing Law. This IP Assignment will be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to principles of conflicts of law.

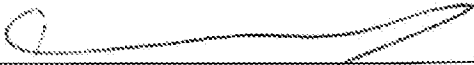
6. Counterparts. This IP Assignment may be executed in separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page to this IP Assignment by facsimile or other electronic transmission will be effective as delivery of a manually executed counterpart to this IP Assignment.

*[Remainder of Page Intentionally Blank – Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have caused this IP Assignment to be executed and delivered as of the Effective Date.

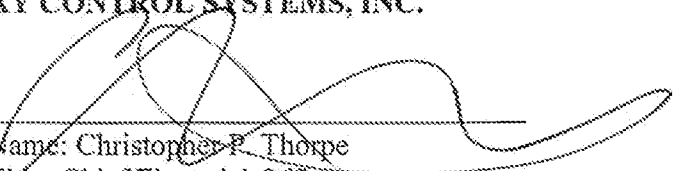
**ASSIGNOR:**

**KRUCKEBERG INDUSTRIES, LLC**

By:   
Name: Craig D. Kruckeberg  
Title: Chief Executive Officer

**ASSIGNEE:**

**SPRAY CONTROL SYSTEMS, INC.**

By:   
Name: Christopher P. Thorpe  
Title: Chief Financial Officer

**EXHIBIT A**

**FAST FLAP IP ASSETS**

1. U.S. Utility Patent no. 5,967,553 issued on Oct. 19, 1999.
2. U.S. Design Patent no. US D735,008 S (Reverse Pry Tool for Mud Flap Hanger Brackets) granted on July 28, 2015.
3. Trademark Brand – “FAST FLAP” U.S. Trademark Serial no. 85861349.
4. Copyright to online video. Registration number PA 1-931-385.
5. Both domain names: FastFlap.net & FastFlap.com.