

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM572733

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EARLBECK, LLC		04/04/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Covercraft Industries, LLC		
Street Address:	100 Enterprise Blvd.		
City:	Pauls Valley		
State/Country:	OKLAHOMA		
Postal Code:	73705		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4901127	COVERQUEST	
CORRESPONDENCE DATA			
Fax Number:	8015660750		
<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:	801-566-6633		
Email:	docket@tnw.com		
Correspondent Name:	Peter M. de Jonge		
Address Line 1:	8180 South 700 East, Suite 350		
Address Line 4:	Sandy, UTAH 84070		
NAME OF SUBMITTER:	Peter M. de Jonge		
SIGNATURE:	/petermdejonge/		
DATE SIGNED:	04/21/2020		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“IP Assignment”), is entered into and effective as of April 4, 2019, by and among Covers Direct Corp., a South Carolina corporation (“Covers Direct”), Earlbeck, LLC, a Delaware limited liability company d/b/a CoverQuest (“CoverQuest” and together with Covers Direct, “Sellers”), Gary H. Carver, Jessica Carver and Marina Carver Pruitt (collectively with Sellers, the “Assignor”) and Covercraft Industries, LLC, a California limited liability company (“Buyer”). Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, Buyer, Sellers, Gary H. Carver, Jessica Carver and Marina Carver Pruitt are parties to that certain Asset Purchase Agreement, dated as of the date hereof, (the “Purchase Agreement”); and

WHEREAS, under the terms of the Purchase Agreement, Sellers have conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Sellers, which relates to, or is used or held for use in connection with, the Business (as defined in the Purchase Agreement), and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, in consideration of the promises and mutual agreements set forth in the Purchase Agreement, the parties hereto hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Buyer in perpetuity, and Buyer hereby accepts, all of Assignor’s worldwide right, title and interest in and to all Intellectual Property Assets (as defined in the Purchase Agreement), including without limitation the following (the “Assigned IP”):

(a) the copyrights and copyright registrations set forth on Schedule A hereto, all renewals and extensions thereof and all moral rights associated therewith;

(b) the trademarks, service marks, trade names, trademark registrations and applications and domain name registrations set forth on Schedule A hereto and all issuances, extensions and renewals thereof (the “Trademarks”), together with the ongoing and existing business of Assignor to which the Trademarks pertain and the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) 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;

(d) 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; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor 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 IP Assignment upon request by Buyer and to issue applications for the Assigned IP to Buyer. Following the date hereof, upon Buyer's request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto. Without limiting the foregoing, Assignor shall do all things necessary, proper or advisable to reasonably assist Buyer in transferring all domain names that are Assigned IP, including as applicable and without limitation, placing each of the domain names in "unlocked" status and provide to Buyer the Internet domain name registrars' transfer authorization codes for each of the domain names and any other information required to effectuate the transfer of Assignor's right, title and interest in the domain names to Buyer.

3. Conflict with the Purchase Agreement. This IP Assignment is subject to and controlled by the terms of the Purchase Agreement, including all of the representations, warranties, covenants, indemnities and agreements set forth in the Purchase Agreement. In the event of a conflict between the terms and conditions of this IP Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this IP Assignment, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Purchase Agreement or the survival thereof.

4. Enforceability. If any provision of this IP Assignment or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

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

6. Entire Agreement. This IP Assignment and each of the documents expressly referred to herein embody the complete agreement and understanding among the parties hereto with respect to the subject matter hereof and supersede and preempt any prior understandings, agreements or representations by or among the parties hereto, written or oral, which may have related to the subject matter hereof in any way.

7. Amendment; Waiver. This IP Assignment may only be amended, modified or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this IP Assignment or, in the case of waiver, by the party or parties waiving compliance.

8. Counterparts. This IP Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This IP Assignment and any amendments hereto, to the extent signed and delivered by means of digital imaging and electronic mail or a facsimile machine, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

9. Headings. The section headings contained in this IP Assignment are inserted for convenience only and shall not affect in any way the meaning or interpretation of this IP Assignment.

10. No Third Party Beneficiaries. This IP Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this IP Assignment.

(Remainder of Page Intentionally Left Blank; Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed as of the day and year first above written.

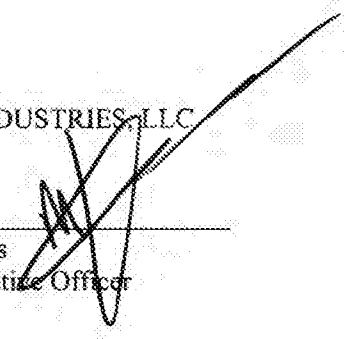
BUYER:

COVERCRAFT INDUSTRIES, LLC

By: _____

Name: Mark Korros

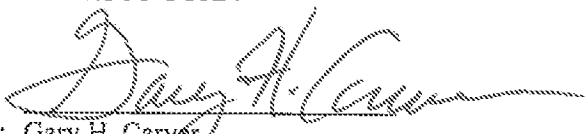
Title: Chief Executive Officer

A handwritten signature in black ink, appearing to be 'Mark Korros', is written over a horizontal line. The signature is stylized and somewhat cursive.

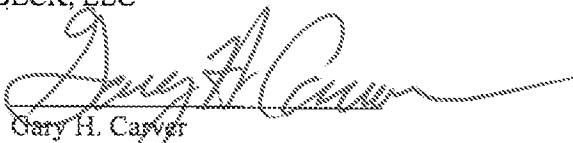
IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed as of the day and year first above written.

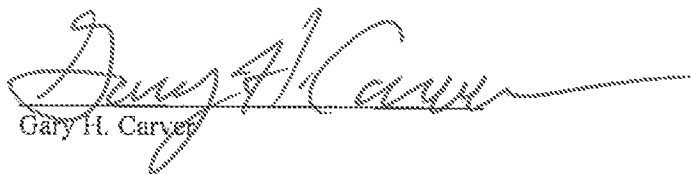
ASSIGNOR:

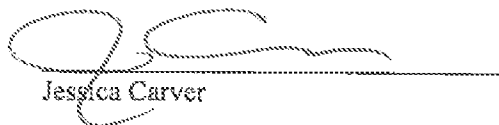
COVERS DIRECT CORP.

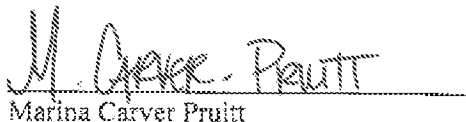
By: 
Name: Gary H. Carver
Title: Treasurer

EARLBECK, LLC

By: 
Name: Gary H. Carver
Title: Treasurer


Gary H. Carver


Jessica Carver


Marina Carver Pruitt

SCHEDULE A

ASSIGNED IP

Copyrights

- “CoverVision” software application
- CQCoverPAI.com

Trademarks

Covers Direct Corp.

- US Trademark Registration No. 4,931,060 issued April 5, 2016 for CoversDirect, Service Mark on the Principal Register
- US Trademark Registration No. 4,943,265 issued April 19, 2016 for Car Covers Direct, Service Mark on the Supplemental Register
- US Trademark Registration No. 4,943,266 issued April 19, 2016 for Boat Covers Direct, Service Mark on the Supplemental Register
- US Trademark Registration No. 4,943,268 issued April 19, 2016 for RV Covers Direct, Service Mark on the Supplemental Register
- US Trademark Registration No. 3,069,883 issued March 21, 2006 for Design, Service Mark on the Principal Register

Earlbeck, LLC

- US Trademark Registration No. 4,901,127 issued February 16, 2016 for COVERQUEST, Service Mark on the Principal Register

Domain Names

Covers Direct Corp.

atvcoverdirect.com
autocoverdirect.com
autocoversdirect.com
biminitopdirect.com
biminitopdirect.com
boatcoverdirect.com
boatcoverdirect.info
boatcoverdirect.net
boattarpsdirect.com

boattopsdirect.com
carcoversdirect.com
coversdirect.com
coversdirect.info
coversdirect.net
coversinc.com
customcoverdirect.com
customcoversdirect.com
discountcoversoutlet.com
discountcoverssuper.com
discountcoverssuper.shop
discountcoverssuper.store
discountcoverssuperstore.com
grillcoversdirect.com
horsetrailercoversdirect.com
justcovers.com
motorcyclecoversdirect.com
pontoonboatcoversdirect.com
pwccoversdirect.com
rvcoverdirect.com
rvcoversdirect.com
seatcoverdirect.com
seatcoverdirect.net
snowmobilecoversdirect.com
tractorcoversdirect.com
truckcoversdirect.com
truckcoversdirect.net
CoverVision.App
CarPartsDiscounted.com
CarLoversDirect.com
RVLoversDirect.com
BoatLoversDirect.com
BoatCoversDirect.Mobi
RVCoversDirect.Mobi
CarCoversDirect.Mobi

Earlbeck, LLC

coverquest.com
coverquest.net
coverquest.info
coverquest.mobi
coverquest.org

cqcoverapi.com
carcovercquest.com
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