

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM584539

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NUVUE PRODUCTS LTD.		04/29/2020	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HOPKINS MANUFACTURING CORPORATION		
<b>Street Address:</b>	428 PEYTON		
<b>Internal Address:</b>	P.O BOX 1157		
<b>City:</b>	EMPORIA		
<b>State/Country:</b>	KANSAS		
<b>Postal Code:</b>	66801-1157		
<b>Entity Type:</b>	Corporation: KANSAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3149230	ROADSPORT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9136479057		
<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>	913 647-9050		
<b>Email:</b>	tmdocketing.luebbering@hoveywilliams.com		
<b>Correspondent Name:</b>	THOMAS B. LUEBBERING		
<b>Address Line 1:</b>	10801 Mastin Blvd., Suite 1000		
<b>Address Line 4:</b>	Overland Park, KANSAS 66210		
<b>ATTORNEY DOCKET NUMBER:</b>	54015		
<b>NAME OF SUBMITTER:</b>	Thomas B. Luebbering		
<b>SIGNATURE:</b>	/Thomas B. Luebbering/		
<b>DATE SIGNED:</b>	07/02/2020		
<b>Total Attachments: 5</b>			
source=Assignment_from_NuVue_Products_Ltd_to_Hopkins_Mfg_Corp_1531046-1#page1.tif			
source=Assignment_from_NuVue_Products_Ltd_to_Hopkins_Mfg_Corp_1531046-1#page2.tif			
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source=Assignment_from_NuVue_Products_Ltd_to_Hopkins_Mfg_Corp_1531046-1#page4.tif			

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## INTELLECTUAL PROPERTY ASSIGNMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT** (this “**Assignment**”) is made this 29<sup>th</sup> day of April, 2020 by and between **NuVue Products Ltd.**, an Ontario corporation (“**Assignor**”) and **Hopkins Manufacturing Corporation**, a Kansas corporation (“**Assignee**”).

### RECITALS

**WHEREAS**, Assignor, Assignee, Hopkins Canada, Inc., NuVue Products Inc. and Douglas K. Ward, are parties to that certain Asset Purchase Agreement dated as of the date hereof (the “**Purchase Agreement**”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement;

**WHEREAS**, Assignor controls and owns certain intellectual property and other proprietary rights relating to the Business, and desires to assign all right, title and interest in and to such intellectual property and other proprietary rights to Assignee;

**WHEREAS**, pursuant to the Purchase Agreement, Assignor has agreed to sell to Assignee, and Assignee has agreed to buy from Assignor, the intellectual property and other proprietary rights of Assignor relating to the Business.

**NOW THEREFORE**, the parties 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 Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following (collectively, the “**Assigned IP**”):

- (a) The trademark registrations set forth on Schedule “A” hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business of Assignor connected with the use of, and symbolized by, the Trademarks; and
- (b) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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 Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright 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, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors and assigns, 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 IP to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this 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 Assignment.


5. Successors and Assigns. This 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 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 Kansas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Kansas or any other jurisdiction).

[Signatures appear on following page.]

IN WITNESS WHEREOF, this Intellectual Property Assignment is executed as of the day and year first written above.

ASSIGNOR  
NUVUE PRODUCTS LTD.

By:   
Name: BILWARD  
Title: PRESIDENT

ASSIGNEE  
HOPKINS MANUFACTURING  
CORPORATION

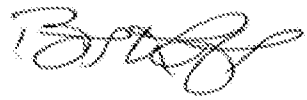
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title \_\_\_\_\_

**IN WITNESS WHEREOF**, this Intellectual Property Assignment is executed as of the day and year first written above.

**ASSIGNOR  
NUVUE PRODUCTS LTD.**

By: \_\_\_\_\_  
Name:  
Title

**ASSIGNEE  
HOPKINS MANUFACTURING  
CORPORATION**

By:  \_\_\_\_\_  
Name:  
Title

**Schedule "A"**

**Trademarks**

U.S. Trademark Registration No. 3,149,230

Trademark: ROADSPORT

Issue Date: 9/26/2006

Serial No.: 76/613,378

Filing Date: 9/27/2004

Renewal Date: 9/26/2026

Docket No.: 16-745

DKT. 54015

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