

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM584376

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900552807

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Factor 55, LLC		03/11/2020	Limited Liability Company: IDAHO

RECEIVING PARTY DATA

Name:	Warn Industries, Inc.
Street Address:	12900 SE Capps Road
City:	Clackamas
State/Country:	OREGON
Postal Code:	97015
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4724361	FACTOR 55
Registration Number:	5104879	PROLINK
Registration Number:	5104880	FLATLINK
Registration Number:	5239443	FACTOR 55
Registration Number:	5471582	CLOSED SYSTEM WINCHING
Serial Number:	88398266	EQUIPPED TO EXPLORE

CORRESPONDENCE DATA

Fax Number: 3128278185

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.

Phone: 312-781-6013

Email: citrademarks@klgates.com, valerie.swanson@klgates.com,
kate.starshak@klgates.com

Correspondent Name: Kathryn Starshak c/o K&L Gates LLP

Address Line 1: P.O. Box 1135

Address Line 4: Chicago, ILLINOIS 60690-1135

ATTORNEY DOCKET NUMBER:	3724869-148
NAME OF SUBMITTER:	Kathryn Starshak

SIGNATURE:	/Kathryn Starshak/
DATE SIGNED:	07/02/2020
Total Attachments: 12 source=1factor 55 to warn#page1.tif source=1factor 55 to warn#page2.tif source=1factor 55 to warn#page3.tif source=1factor 55 to warn#page4.tif source=1factor 55 to warn#page5.tif source=1factor 55 to warn#page6.tif source=1factor 55 to warn#page7.tif source=1factor 55 to warn#page8.tif source=1factor 55 to warn#page9.tif source=1factor 55 to warn#page10.tif source=1factor 55 to warn#page11.tif source=1factor 55 to warn#page12.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “IP Assignment”) is made and entered into as of this 11th day of March, 2020 by and among Factor 55, LLC, an Idaho limited liability company (the “Company”), Michael D. Costa (“MC”), Shelly D. Costa (“SC” and, together with the Company and MC, the “Sellers”), and Warn Industries, Inc., a Delaware corporation (the “Purchaser”), the purchaser of certain assets of the Sellers pursuant to an Asset Purchase Agreement between the Purchaser and the Sellers, dated as of the date hereof (the “Purchase Agreement”).

WHEREAS, under the terms of the Purchase Agreement, the Sellers have conveyed, transferred and assigned to the Purchaser, among other assets, certain intellectual property of the Sellers, and have agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office.

NOW THEREFORE, the parties agree as follows:

1. **Assignment.** In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the Sellers hereby irrevocably sell, convey, transfer, assign and deliver to the Purchaser, and the Purchaser hereby accepts, all of the Sellers’ right, title and interest in and to the following (the “Transferred Intellectual Property”):

(a) the patents and/or patent applications set forth in Schedule 1 hereto, including all divisions, continuations, continuations-in-part, foreign counterparts, or renewals thereof, all letters patent, utility models, or other rights which may be granted therefrom, and all reissues or extensions of such patents, including the right to claim International Convention priority or of any other country which may be obtained on any of said patents and patent applications, or any other patent applications owned by the Sellers that are in existence as of the date of execution of this IP Assignment that claim priority or could claim priority thereto (the “Patents”);

(b) the trademarks and the registrations and applications therefor set forth in Schedule 2 hereto, together with the business related thereto and goodwill connected with the use thereof and symbolized thereby and all issuances, extensions and renewals thereof (the “Trademarks”);

(c) the copyrights set forth in Schedule 3 (the “Copyrights”);

(d) the domain names and registrations and social media accounts set forth in Schedule 4 hereto and all issuances, extensions, renewals, account information and passwords therefor (the “Domain Names”)

(e) all rights of any kind whatsoever of the Sellers accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(f) 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

(g) 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. **Cooperation and Non-Aggression.** The Sellers shall cooperate with the Purchaser to the extent required or reasonably requested to support any assertion, by the Purchaser, that any third party is infringing upon the Transferred Intellectual Property. In particular, the Sellers agree to provide documents, execute declarations, affidavits, and other similar materials, sit for and participate in depositions, and provide trial testimony upon notification by the Purchaser. The Sellers shall not contest the validity, enforceability or applicability of the Transferred Intellectual Property at any time or in any venue, including, but not limited to, during any litigation relating to alleged infringement of the Transferred Intellectual Property or in any action commenced by a third party regarding the validity of the Transferred Intellectual Property. Nothing in this section shall be construed as a mandate to ignore or otherwise disregard any lawful order of any court, including any lawfully-issued subpoena.

3. **Recordation and Further Actions.** The Sellers authorize the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon request by the Purchaser. The Sellers shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Transferred Intellectual Property is properly assigned to the Purchaser, or any assignee or successor thereto. The Sellers also shall reasonably assist the Purchaser in transferring control of the Domain Names assigned hereto to the Purchaser (or its designee or transferee), including authorizing the transfer of such Domain Names from the Seller's present registrar(s) or account(s) to the Purchaser's (or the Purchaser's designee's or transferee's) designated registrar or account. The Sellers shall also provide any login information and passwords needed to operate the social media accounts transferred herein.

4. **Terms of the Purchase Agreement.** The parties hereto acknowledge and agree that 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.

5. **Governing Law.** This IP Assignment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and to be performed wholly therein.

6. **Severability.** If any term or provision of this IP Assignment is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this IP Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this

IP Assignment so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

7. **Counterparts.** This IP Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by 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 IP Assignment.

8. **No Third Party Beneficiaries.** This IP Assignment is for the sole 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 or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this IP Assignment.

9. **Successors and Assigns.** This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

[SIGNATURE PAGES IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF, the parties have executed this IP Assignment to be effective as of the date first above written.

WARN INDUSTRIES, INC.

By: Walter P. Hanley
Name: Walter P. Hanley
Title: Vice President

[SIGNATURE PAGE TO IP ASSIGNMENT]

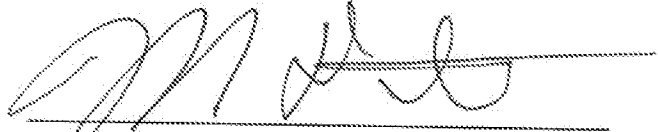
TRADEMARK
REEL: 006988 FRAME: 0389

FACTOR 55, LLC

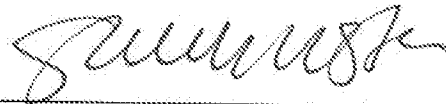
By: 

Name: MICHAEL COSTA

Title: PRESIDENT



MICHAEL D. COSTA



SHELLY D. COSTA

[SIGNATURE PAGE TO IP ASSIGNMENT]

TRADEMARK

REEL: 006988 FRAME: 0390

SCHEDULES

SCHEDULE 1

PATENTS

<u>TITLE</u>	<u>COUNTRY</u>	<u>STATUS</u>	<u>APPLICATION NUMBER</u>	<u>DATE FILED</u>	<u>PATENT NUMBER</u>	<u>ISSUE DATE</u>	<u>ASSIGNEE</u>
SHACKLE OR CLEVIS MOUNT FITTING FOR STEEL CABLE AND SYNTHETIC ROPE END LOOPS	EP	ISSUED	12779382.6	MAY 4, 2012	2704910	FEB 20, 2019	FACTOR 55, LLC
SHACKLE OR CLEVIS MOUNT FITTING FOR STEEL CABLE AND SYNTHETIC ROPE END LOOPS	BE	ISSUED	12779382.6	MAY 4, 2012	2704910	FEB 20, 2019	FACTOR 55, LLC
SHACKLE OR CLEVIS MOUNT FITTING FOR STEEL CABLE AND SYNTHETIC ROPE END LOOPS	CH	ISSUED	12779382.6	MAY 4, 2012	2704910	FEB 20, 2019	FACTOR 55, LLC
SHACKLE OR CLEVIS MOUNT FITTING FOR STEEL CABLE AND SYNTHETIC ROPE END LOOPS	DE	ISSUED	12779382.6	MAY 4, 2012	602012056842.9	FEB 20, 2019	FACTOR 55, LLC
SHACKLE OR CLEVIS MOUNT FITTING FOR STEEL CABLE AND SYNTHETIC ROPE END LOOPS	ES	ISSUED	12779382.6	MAY 4, 2012	2704910	FEB 20, 2019	FACTOR 55, LLC
SHACKLE OR CLEVIS MOUNT FITTING FOR STEEL CABLE AND SYNTHETIC ROPE END LOOPS	FR	ISSUED	12779382.6	MAY 4, 2012	2704910	FEB 20, 2019	FACTOR 55, LLC

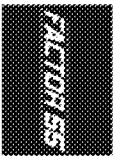
<u>TITLE</u>	<u>COUNTRY</u>	<u>STATUS</u>	<u>APPLICATION NUMBER</u>	<u>DATE FILED</u>	<u>PATENT NUMBER</u>	<u>ISSUE DATE</u>	<u>ASSIGNEE</u>
SHACKLE OR CLEVIS MOUNT FITTING FOR STEEL CABLE AND SYNTHETIC ROPE END LOOPS	GB	ISSUED	12779382.6	MAY 4, 2012	2704910	FEB 20, 2019	FACTOR 55, LLC
SHACKLE OR CLEVIS MOUNT FITTING FOR STEEL CABLE AND SYNTHETIC ROPE END LOOPS	IT	ISSUED	12779382.6	MAY 4, 2012	502019000031639	FEB 20, 2019	FACTOR 55, LLC
SHACKLE OR CLEVIS MOUNT FITTING FOR STEEL CABLE AND SYNTHETIC ROPE END LOOPS	LU	ISSUED	12779382.6	MAY 4, 2012	2704910	FEB 20, 2019	FACTOR 55, LLC
SHACKLE OR CLEVIS MOUNT FITTING FOR STEEL CABLE AND SYNTHETIC ROPE END LOOPS	MC	ISSUED	12779382.6	MAY 4, 2012	2704910	FEB 20, 2019	FACTOR 55, LLC
SHACKLE OR CLEVIS MOUNT FITTING FOR STEEL CABLE AND SYNTHETIC ROPE END LOOPS	MT	ISSUED	12779382.6	MAY 4, 2012	2704910	FEB 20, 2019	FACTOR 55, LLC
SHACKLE OR CLEVIS MOUNT FITTING FOR STEEL CABLE AND SYNTHETIC ROPE END LOOPS	NL	ISSUED	12779382.6	MAY 4, 2012	2704910	FEB 20, 2019	FACTOR 55, LLC
SHACKLE OR CLEVIS MOUNT FITTING FOR STEEL CABLE AND SYNTHETIC ROPE END LOOPS	SE	ISSUED	12779382.6	MAY 4, 2012	2704910	FEB 20, 2019	FACTOR 55, LLC
SHACKLE OR CLEVIS MOUNT FITTING FOR STEEL CABLE AND SYNTHETIC ROPE END LOOPS	US	ISSUED	13/464,487	MAY 4, 2012	9388025	JUL 12, 2016	FACTOR 55, LLC

<u>TITLE</u>	<u>COUNTRY</u>	<u>STATUS</u>	<u>APPLICATION NUMBER</u>	<u>DATE FILED</u>	<u>PATENT NUMBER</u>	<u>ISSUE DATE</u>	<u>ASSIGNEE</u>
SYNTHETIC ROPE END LOOPS							
SHACKLE OR CLEVIS MOUNT FITTING FOR STEEL CABLE AND SYNTHETIC ROPE END LOOPS	WO	COMPLETED	PCT/US2012/036564	MAY 4, 2012			FACTOR 55, LLC
SHACKLE OR CLEVIS MOUNT FITTING FOR STEEL CABLE AND SYNTHETIC ROPE END LOOPS	AE	ALLOWED	P1177/2013	MAY 4, 2012			FACTOR 55, LLC
SHACKLE OR CLEVIS MOUNT FITTING FOR STEEL CABLE AND SYNTHETIC ROPE END LOOPS	AU	ISSUED	2012250558	MAY 4, 2012	2012250558	NOV 24, 2016	FACTOR 55, LLC
SHACKLE OR CLEVIS MOUNT FITTING FOR STEEL CABLE AND SYNTHETIC ROPE END LOOPS	AU	ISSUED	2016101941	MAY 4, 2012	2016101941	NOV 17, 2016	FACTOR 55, LLC
SHACKLE OR CLEVIS MOUNT FITTING FOR STEEL CABLE AND SYNTHETIC ROPE END LOOPS	CA	PENDING	2,835,192	MAY 4, 2012			FACTOR 55, LLC
SHACKLE OR CLEVIS MOUNT FITTING FOR STEEL CABLE AND SYNTHETIC ROPE END LOOPS	CN	ISSUED	201280033337.1	MAY 4, 2012	ZL2012800333371 CN103702845B	JUN 16, 2017	FACTOR 55, LLC
RIGGING CONNECTOR HAVING COMBINATION HOOK AND SHACKLE MOUNTING	EP	PUBLISHED	16794489.1	OCT 31, 2016	EP3368790		FACTOR 55, LLC

<u>TITLE</u>	<u>COUNTRY</u>	<u>STATUS</u>	<u>APPLICATION NUMBER</u>	<u>DATE FILED</u>	<u>PATENT NUMBER</u>	<u>ISSUE DATE</u>	<u>ASSIGNEE</u>
RIGGING CONNECTOR HAVING COMBINATOR HOOK AND SHACKLE MOUNTING	US	ISSUED	15/339,672	OCT 31, 2016	10202260	FEB 12, 2019	FACTOR 55, LLC
RIGGING CONNECTOR HAVING COMBINATOR HOOK AND SHACKLE MOUNTING	WO	PUBLISHED	PCT/US2016/059764	OCT 31, 2016			FACTOR 55, LLC
RIGGING CONNECTOR HAVING COMBINATOR HOOK AND SHACKLE MOUNTING	AU	PENDING	2016344016	OCT 31, 2016			FACTOR 55, LLC
RIGGING CONNECTOR HAVING COMBINATOR HOOK AND SHACKLE MOUNTING	CA	PENDING	3,042,182	OCT 31, 2016			FACTOR 55, LLC
RIGGING CONNECTOR HAVING COMBINATOR HOOK AND SHACKLE MOUNTING	CN	PUBLISHED	2016800732172	OCT 31, 2016			FACTOR 55, LLC
CLEVIS MOUNT THIMBLE	US	PUBLISHED	15/338,174	OCT 28, 2016			FACTOR 55, LLC
FID FOR ROPE SPLICING	US	PUBLISHED	15/792,720	OCT 24, 2017			FACTOR 55, LLC
SPLICER THIMBLE FOR ROPE	US	ISSUED	15/498,987	APR 27, 2017	10228044	MAR 12, 2019	FACTOR 55, LLC
SNATCH RING PULLEY	US	PENDING	62/928,013	OCT 30, 2019			FACTOR 55, LLC

SCHEDULE 2

TRADEMARKS

<u>MARK</u>	<u>COUNTRY</u>	<u>OWNER NAME</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>STATUS</u>
EQUIPPED TO EXPLORE	United States	FACTOR 55, LLC	88398266	23-APR-2019			Allowed
CLOSED SYSTEM WINCHING	United States	FACTOR 55, LLC	87031199	10-MAY-2016	5471582	15-MAY-2018	Registered Supplemental Register
PROLINK	United States	FACTOR 55, LLC	87031247	10-MAY-2016	5104879	20-DEC-2016	Registered
FLATLINK	United States	FACTOR 55, LLC	87031265	10-MAY-2016	5104880	20-DEC-2016	Registered
FACTOR 55 & Design	United States	FACTOR 55, LLC	87031695	10-MAY-2016	5239443	11-JUL-2017	Registered
							
FACTOR 55	United States	FACTOR 55, LLC	85946365	30-MAY-2013	4724361	21-APR-2015	Registered
FACTOR 55	International Register (China)	FACTOR 55, LLC			1306733	03-JUN-2016	Registered

SCHEDULE 3

COPYRIGHTS

Common law copyrights used in connection with the business

SCHEDULE 4

DOMAIN NAMES

Factor55.com

Factor55.net

Factor55.org

Factor55.info.

<https://www.facebook.com/factor55/>

<https://www.instagram.com/factor55llc/>

<https://www.youtube.com/channel/UCAs-FILgEBG48UMdmi73vQ>