

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM584548

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NUVUE PRODUCTS INC.		04/29/2020	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	HOPKINS MANUFACTURING CORPORATION		
Street Address:	428 PEYTON		
Internal Address:	P.O. BOX 1157		
City:	EMPORIA		
State/Country:	KANSAS		
Postal Code:	66801-1157		
Entity Type:	Corporation: KANSAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4088140	ROADSPORT BADGEZ	
Registration Number:	4088139	ROADSPORT ROADGUARD	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	913 647-9050		
Email:	tmdocketing.luebbering@hoveywilliams.com		
Correspondent Name:	THOMAS B. LUEBBERING		
Address Line 1:	10801 Mastin Blvd., Suite 1000		
Address Line 4:	Overland Park, KANSAS 66210		
ATTORNEY DOCKET NUMBER:	54013; 54014		
NAME OF SUBMITTER:	Thomas B. Luebbering		
SIGNATURE:	/Thomas B. Luebbering/		
DATE SIGNED:	07/02/2020		
Total Attachments: 6			
source=Assignment_from_NuVue_Products,_Inc._to_Hopkins_Mfg._Corp._1531031-1#page1.tif			
source=Assignment_from_NuVue_Products,_Inc._to_Hopkins_Mfg._Corp._1531031-1#page2.tif			
source=Assignment_from_NuVue_Products,_Inc._to_Hopkins_Mfg._Corp._1531031-1#page3.tif			

CH \$65.00 4088140

source=Assignment_from_NuVue_Products,_Inc._to_Hopkins_Mfg._Corp._1531031-1#page4.tif

source=Assignment_from_NuVue_Products,_Inc._to_Hopkins_Mfg._Corp._1531031-1#page5.tif

source=Assignment_from_NuVue_Products,_Inc._to_Hopkins_Mfg._Corp._1531031-1#page6.tif

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”) is made this 29th day of April, 2020 by and between **NuVue Products Inc.**, a Delaware corporation (“**Assignor**”) and **Hopkins Manufacturing Corporation**, a Kansas corporation (“**Assignee**”).

RECITALS

WHEREAS, Assignor, Assignee, Hopkins Canada, Inc. NuVue Products Ltd. 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 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 patent registrations set forth on Schedule “A” hereto and all issuances, divisions, continuations, continuations-in-part, substitutions, reissues, reexaminations, extensions, reexaminations, restorations, and renewals thereof (the “**Patents**”);
 - (b) the trademark registrations and applications set forth on Schedule “B” 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;
 - (c) 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 INC

By: 
Name: EDWARD
Title: PRESIDENT

ASSIGNEE
HOPKINS MANUFACTURING
CORPORATION

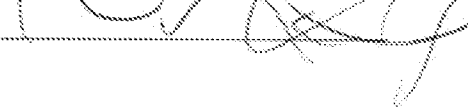
By: _____
Name:
Title

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

ASSIGNOR
NUVUE PRODUCTS INC.

By: _____
Name:
Title

ASSIGNEE
HOPKINS MANUFACTURING
CORPORATION

By: 
Name:
Title

Schedule "A"

Patents

U.S. Patent No. 8,991,868
Issue Date: 3/31/2015
Title: SPLASH GUARD ATTACHMENT CLIP ASSEMBLY
Serial No.: 13/309,955
Filing Date: 12/2/2011
Expiration Date: 12/2/2031
Docket No.: POW-020642 US PRI

DKT. 54011
1680.00632

U.S. Patent No. 7,114,749
Issue Date: 10/3/2006
Title: SPLASH GUARD KIT AND ASSEMBLY
Serial No.: 10/345,998
Filing Date: 1/17/2003
Expiration Date: 1/17/2023
Docket No.: 16-321

DKT. 54012
1680.00633

Schedule "B"

Trademarks

U.S. Trademark Registration No. 4,088,140
Trademark: ROADSPORT BADGEZ
Registration Date: 1/17/2012
Serial No.: 76/692850
Filing Date: 9/11/2008

DKT. 54013
1680.00634

U.S. Trademark Registration No. 4,088,139
Trademark: ROADSPORT ROADGUARD
Registration Date: 1/17/2012
Serial No.: 76/692799
Filing Date: 9/12/2008

DKT. 54014
1680.00635

Unregistered Trademarks

Trademark: BIG MUDDER EXTREME
Goods/Services: Splashguards

TBD - checking with client on
appln. info. etc.

Trademark: ROADGUARD
Goods/Services: Splashguards

TBD - checking with client on
appln. info. etc.

Trademark: ROADSPORT Logo Design



Goods/Services: Logo

TBD - checking with client on
appln. info. etc.

Trademark: RS DEFENDER TOW GUARD and Design



Good/Services: Towing protection guard

TBD - checking with client on
appln. info. etc.