

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/19/2018
RESUBMIT DOCUMENT ID:	900591216

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kodiak Products Co., Inc.		01/19/2018	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	Dexter Brahma, LLC
Street Address:	2900 Industrial Parkway East
City:	Elkhart
State/Country:	INDIANA
Postal Code:	46516
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4525146	KODIAK

CORRESPONDENCE DATA

Fax Number: 5742362839
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: 5742343900
Email: mmarston@bhlawyers.net
Correspondent Name: Botkin & Hall, LLP
Address Line 1: 1003 N. Hickory Road
Address Line 4: South Bend, INDIANA 46615

ATTORNEY DOCKET NUMBER:	3026-075
NAME OF SUBMITTER:	Michael D. Marston
SIGNATURE:	/Michael D. Marston/
DATE SIGNED:	03/23/2021

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT

January 19, 2018

WHEREAS, Kodiak Products Co., Inc., a Texas corporation (“**Seller**”), is the owner/applicant of all Intellectual Property Assets; and

WHEREAS, Dexter Brahma, LLC, a Delaware limited liability company (“**Buyer**”), desires to acquire all domestic and foreign rights, including common law rights, owned by Seller in and to the Intellectual Property Assets and the goodwill symbolized by them, pursuant to the terms of that certain Asset Purchase Agreement by and between Seller and Buyer, dated as of January 19, 2018 (the “**Purchase Agreement**”).

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration described in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer, do hereby agree as follows:

Seller hereby sells, assigns, transfers and conveys to Buyer all of Seller’s rights, titles and interests in the United States and in all foreign countries, to the extent Seller is the owner of such foreign rights, in and to all intellectual property and industrial property rights and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, pursuant to Law, whether registered or unregistered, including any and all: (a) trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for, any of the foregoing; (b) internet domain names, whether or not trademarks, registered in any top-level domain by any authorized private registrar or Governmental Authority, web addresses, web pages, websites and related content, accounts with Twitter, Facebook and other social media companies and the content found thereon and related thereto, and URLs; (c) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights, author, performer, moral and neighboring rights, and all registrations, applications for registration and renewals of such copyrights; (d) inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections and other confidential and proprietary information and all rights therein; (e) patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications, and other patent rights and any other Governmental Authority-issued indicia of invention ownership (including inventor's certificates, petty patents and patent utility models); and (f) software and firmware, including data files, source code, object code, application programming interfaces, architecture, files, records, schematics, computerized databases and other related specifications and documentation (collectively, (“**Intellectual Property**”), in each case that is owned or held for use by Seller and used in or necessary for the conduct of the Business as currently conducted, together with the goodwill of the business symbolized by them, and any and all registrations thereof, as well as all rights to damages or profits, due or accrued, arising out of pastime infringement of any of them or injury to said goodwill and the right to sue for and recover the same in Buyer’s own name. A list of registered Intellectual Property is set forth on Exhibit A hereto.

This instrument may be signed in counterparts each of which shall be deemed an original. The parties further agree that counterparts to this instrument may be delivered by facsimile or pdf.

Capitalized terms used but not defined herein shall have the meanings given to such terms in the Purchase Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of the date first set forth above.

SELLER:

KODIAK PRODUCTS CO., INC.

By: 
Name: Cameron Rupp
Title: President

BUYER:

DEXTER BRAHMA, LLC

By: _____
Name: Adam Dexter
Title: President

[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of the date first set forth above.

SELLER:

KODIAK PRODUCTS CO., INC.

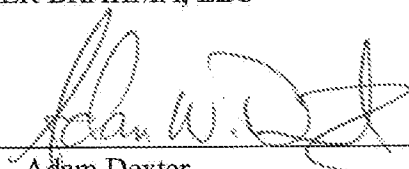
By: _____

Name: Cameron Rapp

Title: President

BUYER:

DEXTER BRAHMA, LLC

By:  _____

Name: Adam Dexter

Title: President

[Signature Page to Intellectual Property Assignment]

TRADEMARK
REEL: 007230 FRAME: 0272

Exhibit A

Registered Intellectual Property

Schedule 3.10

Intellectual Property

1. Seller is the owner of one patent, which is included in the Purchased Assets:

Surge Brake Actuator, Patent No: US 9,707,946 B2, dated July 18, 2017. Application No. 14/196,304, filed March 4, 2014. Prior publication date: US 2015/0226238 A1, August 13, 2015.

2. Seller is the applicant on two patents pending with the United States Patent and Trademark Office, which are included in the Purchased Assets:

14/822,381 Cathodically Protected Hub and Brake Rotor Assembly, filed August 10, 2015
14/494,690 Brake Line Assembly, filed September 24, 2014

Further, Seller was applicant on a patent submitted with the United States Patent and Trademark Office, which has been abandoned as of January 3, 2017: 15/048,166 Brake Caliper Mounting Bracket and System.

Documentation regarding the foregoing has been provided to Buyer.

3. Seller owns the following domain names, which are included in the Purchased Assets:

kodiaktrailer.us
kodiakdiscbrakes.us
kodiaktrailercomponents.com
kodiaktrailer.com
trailerdiscbrakes.com
trailerdiskbrakes.us
trailerdiskbrakes.com
trailerdiskbrakes.info
trailerdiskbrakes.net
trailerdiskbrakes.org

4. Seller has the following protected trademarks in the USA:

2833006US1AT trademark "KODAGUARD" with exclusive rights to corrosion resistant materials in the USA, registered December 9, 2014.

"KODIAK", Reg. #4525146, registered May 6, 2014.

"KODIAK" with design, Reg. #4525160, registered May 6, 2014.

Design, Reg. #4525143, registered May 6, 2014.

“BOAT BUDDY”, Reg. #1570813.

5. Seller is licensing the trademark “KODIAK” from the holder of the Chinese trademark. The assignment of the right to use the trademark is subject to the consent of the holder of the Chinese trademark. It is Seller’s understanding that Buyer and Giant Sunrise are entering into a separate “Agreement and License for use of Kodiak’s Chinese Trademark and Related Matters” regarding Buyer’s use of the Chinese trademark post-closing.
6. Seller owns a Facebook account, the login information for which will be provided at the Closing.
7. Seller is not a party to any Intellectual Property Agreements, other than those otherwise referenced herein.

10. The following registered copyrights appeared in a public records search conducted in connection with the transactions contemplated by the Agreement:

	Claimant	Title	Registration No.	Registration Date
1.	Kodiak Products Company, Inc.	Caliper : no. 225	VA0001265894	08/25/2004
2.	Kodiak Products Company, Inc.	Caliper : no. 250	VA0001265896	08/25/2004
3.	Kodiak Products Company, Inc.	Caliper : no. 338	VA0001265895	08/25/2004

Seller has nothing further to disclose.