

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM661522

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aluminess Products, Inc.		06/30/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bestop Aluminess, LLC		
Street Address:	333 Centennial Parkway		
Internal Address:	Suite B		
City:	Louisville		
State/Country:	COLORADO		
Postal Code:	80027		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5583849	ALUMINESS	
Registration Number:	5583850	A ALUMINESS PRODUCTS INC.	
Registration Number:	5583853	A	
CORRESPONDENCE DATA			
Fax Number:	2483644285		
<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:	(248) 364-4300		
Email:	awharfield@warnpartners.com		
Correspondent Name:	Warn Partners, P.C.		
Address Line 1:	691 North Squirrel Road		
Address Line 2:	Suite 140		
Address Line 4:	Auburn Hills, MICHIGAN 48326		
NAME OF SUBMITTER:	Philip R. Warn		
SIGNATURE:	/Philip R. Warn - Reg. No. 32775/		
DATE SIGNED:	07/21/2021		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("**Assignment**"), dated as of June 30, 2021 ("**Effective Date**"), is entered into by and between Aluminess Products, Inc., a California corporation ("**Assignor**") having its principal offices at 10943 Wheatlands Avenue, Santee, California 92071, and Bestop Aluminess, LLC, a Delaware limited liability company ("**Assignee**") having its principal offices at 333 Centennial Parkway, Suite B, Louisville, Colorado 80027. Capitalized terms used, but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, Assignor is the owner of the trademark registrations and trademarks listed on **Schedule A** attached hereto and made a part hereof, and any common-law rights and goodwill associated therewith (the "**Trademarks**"); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept such assignment of the Trademarks pursuant to the terms and conditions of this Assignment and that certain Asset Purchase Agreement between the parties and others, dated as of even date herewith (the "**Purchase Agreement**").

NOW, THEREFORE, in consideration of the premises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby agree as follows:

1. Assignment of Trademarks. Effective as of the Effective Date, or, if required by law, when a Trademark matures to registration, Assignor hereby assigns, transfers and conveys to Assignee, its successors, assigns, and legal representatives, in perpetuity and royalty-free, all of Assignor's worldwide right, title and interest in and to the Trademarks, including, without limitation, (i) the portion of Assignor's business to which the Trademarks pertain, together with the accompanying goodwill of the business symbolized by the Trademarks; (ii) all registrations and applications for registration of the Trademarks; (iii) all income, royalties, damages and payments now due or payable or which hereafter become due or payable in respect to the Trademarks; and (iv) Assignor's right to sue for damages and other remedies against past, present and future infringement of the Trademarks, the same to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and/or other legal representatives. The Assignor hereby authorizes the necessary intellectual property, patent and trademark offices in the applicable territories to record the Assignee as the assignee of all right, title and interest in and to the Trademarks.

2. Further Assurances. Assignor agrees to execute all documents necessary to perfect such rights, title, and interest in and to the Trademarks with the Assignee, its successors, assigns, and legal representatives, and to perform any other acts and make such requested filings as are necessary to confirm and perfect the assignment of all right, title, and interest in and to the Trademarks from the Assignor to the Assignee.

3. Assignment Costs. Assignee shall be solely responsible for all costs and fees incurred in connection with recording this Assignment.

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

5. Successors and Assigns. This Assignment shall inure to the benefit of and be binding on the successors and assigns of both parties.

6. Counterparts. This Assignment may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. A facsimile or PDF signature of this Assignment shall be valid and have the same force and effect as a manually signed original.

7. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Trademarks. Nothing contained in this Assignment shall be construed to enlarge, alter, change or amend any provision of the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment effective as of the Effective Date.

ASSIGNOR:

ALUMINESS PRODUCTS, INC.,
a California corporation

By: 

Name: Arthur David Hoskins, Jr.

Title: President

ASSIGNEE:

BESTOP ALUMINESS, LLC,
a Delaware limited liability company

By: _____

Name: Jeff Green

Title: Vice President, Corporate Development

[Signature Page to Trademark Assignment]

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Title: President

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a Delaware limited liability company

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Name: Jeff Green

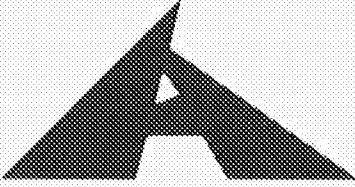
Title: Vice President, Corporate Development

[Signature Page to Trademark Assignment]

SCHEDULE A

Trademark	Class/Goods	Registration No.	Registration Date
ALUMINESS	012: Automotive parts, namely, vehicle bumpers, roof racks, tire racks and spare tire carriers, vehicle ladders made of metal specially adapted for use on cars, trucks and vans, nerf bars, and off road accessories in the nature of receiver hitches, holders used to mount surfboards and paddleboards to vehicles in the nature of poles and hooks, attachments to vehicle bumpers in the nature of swing arms designed for use in connection with bicycle racks for vehicles and storage boxes specially adapted for use with vehicles to store fuel cans, jerry cans, water cans, recovery gear, equipment and generators, air actuated lifts specially adapted for use in connection with lifting up mechanical camper pop tops on cars, trucks and vans, storage boxes specially adapted for use with vehicles to store fuel cans, jerry cans, water cans, recovery gear, equipment and generators, articles for use in securing and supporting goods on vehicles, namely box rails and box shelves specially adapted for use with vehicles to store fuel cans, jerry cans, water cans, recovery gear, equipment and generators	5,583,849	Oct. 16, 2018

Trademark	Class/Goods	Registration No.	Registration Date
	<p>012: Automotive parts, namely, vehicle bumpers, roof racks, tire racks and spare tire carriers, vehicle ladders made of metal specially adapted for use on cars, trucks and vans, nerf bars, and off road accessories in the nature of receiver hitches, holders used to mount surfboards and paddleboards to vehicles in the nature of poles and hooks, attachments to vehicle bumpers in the nature of swing arms designed for use in connection with bicycle racks for vehicles and storage boxes specially adapted for use with vehicles to store fuel cans, jerry cans, water cans, recovery gear, equipment and generators, air actuated lifts specially adapted for use in connection with lifting up mechanical camper pop tops on cars, trucks and vans, storage boxes specially adapted for use with vehicles to store fuel cans, jerry cans, water cans, recovery gear, equipment and generators, articles for use in securing and supporting goods on vehicles, namely box rails and box shelves specially adapted for use with vehicles to store fuel cans, jerry cans, water cans, recovery gear, equipment and generators</p>	5,583,850	Oct. 16, 2018

Trademark	Class/Goods	Registration No.	Registration Date
	<p>012: Automotive parts, namely, vehicle bumpers, roof racks, tire racks and spare tire carriers, vehicle ladders made of metal specially adapted for use on cars, trucks and vans, nerf bars, and off road accessories in the nature of receiver hitches, holders used to mount surfboards and paddleboards to vehicles in the nature of poles and hooks, attachments to vehicle bumpers in the nature of swing arms designed for use in connection with bicycle racks for vehicles and storage boxes specially adapted for use with vehicles to store fuel cans, jerry cans, water cans, recovery gear, equipment and generators, air actuated lifts specially adapted for use in connection with lifting up mechanical camper pop tops on cars, trucks and vans, storage boxes specially adapted for use with vehicles to store fuel cans, jerry cans, water cans, recovery gear, equipment and generators, articles for use in securing and supporting goods on vehicles, namely box rails and box shelves specially adapted for use with vehicles to store fuel cans, jerry cans, water cans, recovery gear, equipment and generators</p>	5,583,853	Oct. 16, 2018

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