

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM727797

<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>
GIRARD SYSTEMS		03/28/2022	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lippert Components Manufacturing, Inc.		
<b>Street Address:</b>	3501 C.R. 6 East		
<b>City:</b>	Elkhart		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46514		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2836093	GIRARD	
<b>Registration Number:</b>	3458595	GIRARD AWNINGS	
<b>Registration Number:</b>	4180122	NOVA	
<b>Registration Number:</b>	4187404	G-LINK	
<b>Registration Number:</b>	5346707	GIRARD SYSTEMS	
<b>Registration Number:</b>	4704613	ULTRA	
<b>Registration Number:</b>	5091483	VISION	
<b>Serial Number:</b>	90721521	FREE SHADE WIZARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7038164100		
<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>	7038164063		
<b>Email:</b>	sld@nixonvan.com		
<b>Correspondent Name:</b>	Sheryl De Luca		
<b>Address Line 1:</b>	901 N. Glebe Road, 11th Floor		
<b>Address Line 2:</b>	Nixon & Vanderhye P.C.		
<b>Address Line 4:</b>	Arlington, VIRGINIA 22203		
<b>NAME OF SUBMITTER:</b>	Sheryl De Luca		
<b>SIGNATURE:</b>	/Sheryl De Luca/		

OP \$215.00 2836093

**DATE SIGNED:**

05/13/2022

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “Agreement”) is entered into as of March 28, 2022 (the “Effective Date”), by and among Lippert Components Manufacturing, Inc., a Delaware corporation (“Buyer”), Girard Systems, a California corporation (“Girard Systems”), and Girard Products, LLC, an Indiana limited liability company (“Girard Products” and together with Girard Systems, “Sellers”) pursuant to that certain Asset Purchase Agreement as of even date herewith, by and among Buyer, Sellers and Marcia A. Girard (the “Purchase Agreement”). Capitalized terms used in this Agreement without definition will have the respective meanings given to them in the Purchase Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers and Buyer, intending to be legally bound, agree as follows:

1. Subject to the terms and conditions of the Purchase Agreement, each Seller hereby sells, conveys, transfers, assigns and delivers to Buyer, free and clear of all Liens other than Permitted Liens, all right, title and interest in and to the Registered Intellectual Property (and all goodwill therein) identified in Exhibit A.

2. As requested by Buyer, Sellers shall take all steps reasonably necessary to assist Buyer in perfecting its title in its own name for any patent, trademark, copyright or other protection which Buyer elects in respect of the Registered Intellectual Property at Buyer’s sole expense.

3. Nothing contained in this Agreement will in any way supersede, modify, amend, waive or otherwise affect any of the provisions set forth in the Purchase Agreement, including without limitation any of the representations, warranties, covenants and agreements set forth therein, this Agreement being intended only to give effect to the sale, conveyance, transfer, assignment and delivery by Sellers to Buyer of the Registered Intellectual Property free of any debt, liability or obligation of Sellers of any kind or nature, whether or not related to the Purchased Assets or the activities carried out pursuant to the Purchase Agreement. In the event of any inconsistency between this Agreement and the Purchase Agreement, the terms of the Purchase Agreement will govern.

4. Any dispute arising out of or relating to the negotiation, execution, delivery, interpretation, performance, non-performance or enforcement of this Agreement will be governed by the Purchase Agreement. This Agreement shall inure to the benefit of Buyer and its successors and assigns, and shall be binding upon Sellers and their successors and assigns.

5. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or signed documents delivered by email or other electronic means shall be deemed to be original signed documents for all purposes hereunder.

[Signature Page Follows]

The parties have executed this Agreement as of the Effective Date.

BUYER:

Lippert Components Manufacturing, Inc.

By:  \_\_\_\_\_  
Jason Lippert, President and CEO

SELLER:

Girard Systems

By: \_\_\_\_\_  
Marcia A Girard, President

SELLER:

Girard Products, LLC

By: GS Research & Marketing, Inc., a Mississippi corporation, its manager

By: \_\_\_\_\_

Name: Marcia A Girard

Title: President and Secretary

The parties have executed this Agreement as of the Effective Date.

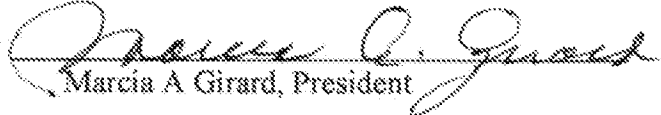
BUYER:

Lippert Components Manufacturing, Inc.

By: \_\_\_\_\_  
Jason Lippert, President and CEO

SELLER:

Girard Systems

By:   
Marcia A Girard, President

SELLER:

Girard Products, LLC

By: GS Research & Marketing, Inc., a Mississippi  
corporation, *its manager*

By:   
Name: Marcia A Girard

Title: President and Secretary

[Signature Page to Intellectual Property Assignment]

**TRADEMARK**  
**REEL: 007721 FRAME: 0111**

**Exhibit A**

**Registered Intellectual Property**

## INTELLECTUAL PROPERTY

Girard Systems Patent and Patent Applications:

App. No.	Filing Date	Patent No.	Issue	Title	Statu	Countr
60/490,800	7/28/2003			TOP FEED ROLLER	Expired	US
10/863,438	6/8/2004	7,114,543	10/3/2006	TOP FEED ROLLER	Issued	US
10/863,538	6/7/2004	7,513,289	4/7/2009	SLIDE-LATERAL ARM BOX AWNING FOR MOTOR HOME AND RECREATIONAL	Issued	US
10/974,086	10/27/2004	7,207,369	4/24/2007	WINDOW AWNING	Issued	US
10/973,179	10/26/2004	7,163,257	1/16/2007	SLIDE OUT AWNING	Issued	US
61/087,115	8/7/2008			LOW COST TANKLESS WATER HEATER FOR	Expired	US
12/478,657	6/4/2009	8,276,548	10/2/2012	LOW COST TANKLESS WATER HEATER FOR	Issued	US
63/194,765	5/28/2021			RV AWNING SYSTEMS AND	Pendin	US
63/223,673	7/20/2021			RV AWNING SYSTEMS AND	Pendin	US
29/795,826	6/21/2021			AWNING BRACKET FOR RV	Pendin	US
209104	12/21/2021			AWNING BRACKET FOR RV	Pendin	CA
29/795,829	6/21/2021			AWNING BRACKET FOR RV	Pendin	US
209102	12/21/2021			AWNING BRACKET FOR RV	Pendin	CA

Girard Products Patent and Patent Applications:

App. No.	Filing Date	Patent	Issue Date	Title	Status	Countr
62/297,731	2/19/2016			TANKLESS WATER	Expired	US
15/999,736	8/20/2018			TANKLESS WATER	Pending	US
2017221461	8/16/2018			TANKLESS WATER	Pending	AU
3,014,815	8/15/2018	3,014,815	4/20/2021	TANKLESS WATER	Issued	CA
201780022060.5	9/30/2018			TANKLESS WATER	Pending	CN
62/374,586	8/12/2016			HYDRO-FURNACES	Expired	US
16/324,846	2/11/2019			HYDRO-FURNACES	Pending	US
2017310515	2/27/2019	20173105	9/3/2020	HYDRO-FURNACES	Issued	AU
3,033,895	2/12/2019	3,033,895	10/19/2021	HYDRO-FURNACES	Issued	CA
201780062321.6	4/9/2019	ZL	11/26/2021	HYDRO-FURNACES	Issued	CN
751110	2/27/2019	751110	11/3/2020	HYDRO-FURNACES	Issued	NZ
2019/01323	3/1/2019	2019/0132	8/26/2020	HYDRO-FURNACES	Issued	ZA

Girard Systems Trademarks:

Serial No.	Filing Date	Reg. No.	Reg. Date	Mark	Status	Countr
76/482,545	1/13/2003	2,836,093	4/27/2004	GIRARD	Registered	US
76/671,961	1/29/2007	3,458,595	7/1/2008	GIRARD AWNINGS	Registered	US
85/162,460	10/27/2010	4,180,122	7/24/2012	NOVA	Registered	US
85/162,955	10/27/2010	4,187,404	8/7/2012	G-LINK	Registered	US
1745185	1/7/2016	1745185	8/16/2017	GIRARD SYSTEMS	Registered	AU
18827777	1/8/2016	18827777	3/28/2017	GIRARD SYSTEMS	Registered	CN
14979264	1/7/2016	14979264	9/22/2016	GIRARD SYSTEMS	Registered	EU
86/687,308	7/8/2015	5,346,707	11/28/2017	GIRARD SYSTEMS	Registered	US
86/017,791	7/23/2013	4,704,613	3/17/2015	ULTRA	Registered	US
86/081,122	10/2/2013	5,091,483	11/29/2016	VISION	Registered	US
90/721,521	5/19/2021			FREE SHADE	Pending	US



Girard Products Trademarks:

Serial No.	Filing Date	Reg. No.	Reg. Date	Mark	Status	Country
88/893,202	4/29/2020	6,571,869	11/30/2021	GIRARD PRODUCTS	Registered	US
88/893,237	4/29/2020	6,571,870	11/30/2021	GP (stylized and/or with design)	Registered	US
88/893,250	4/29/2020			GSWH-2	Pending	US

Domain Names:

ALWAYSHOTH2O.COM  
ANNMOTOO.COM  
AWNINGS4U.COM  
GIRARDAWNINGS.CN  
GIRARDAWNINGS.NET  
GIRARDAWNINGS.TW  
GIRARDAWNINGS.US  
GIRARDMOTORHOMEAWNING.COM  
GIRARDMOTORHOMEAWNINGS.COM  
GIRARDPRODUCT.COM  
GIRARDRV.COM  
GIRARDRV.NET  
GIRARDRV.TW  
GIRARDRV.US  
GIRARDRVAWNING.COM  
GIRARDRVAWNINGS.COM  
GIRARDRVPRODUCT.COM  
GIRARDRVPRODUCTS.COM  
GIRARDRVPRODUCTS.US  
GIRARDRVSYSTEM.COM  
GIRARDRVSYSTEMS.COM  
GIRARDSYSTEMS.CN  
GIRARDSYSTEMS.COM  
GIRARDSYSTEMS.ORG  
GIRARDSYSTEMS.TW  
GIRARDSYSTEMSAWNING.COM  
GIRARDSYSTEMSAWNING.NET  
GIRARDSYSTEMSAWNING.US  
GIRARDSYSTEMSAWNINGS.COM  
GIRARDSYSTEMSAWNINGS.NET  
GIRARDSYSTEMSAWNINGS.US  
GREENRVPRODUCTS.CN  
GREENRVPRODUCTS.COM  
GREENRVPRODUCTS.TW  
LATERALARMAWNING.COM

LATERALARMAWNING.NET  
luxuryretractableawnings.com  
luxuryretractableawnings.net  
MARSPIN.COM  
MODORII.COM  
MOOVALL.COM  
MOTIONII.COM  
MOTORHOMEAWNINGS.COM  
MOTORII.COM  
RVHOTWATERHEATER.COM  
RVHOTWATERHEATER.NET  
RVHOTWATERHEATER.ORG  
SPINNINC.COM  
SPINNMO.COM  
SYMTOOB.COM  
TANKLESSRVWATERHEATER.COM  
TANKLESSRVWATERHEATER.INFO  
TANKLESSRVWATERHEATER.NET  
TANKLESSRVWATERHEATER.ORG  
TANKLESSRVWATERHEATER.US  
thegirardgroups.com  
thegirardgroups.net  
truesolarshades.com  
truesolarshades.net  
GIRARDRV.COM  
advancedvoicecontrol.com  
advancedvoicecontrols.com  
girardgroupcompanies.com  
girardgroupcompanies.net  
rvlifevoicecontrol.com  
rvlifevoicecontrols.com  
thegirardgroupinc.com  
americancoachawnings.com  
awningrv.net  
awningsandscreens.com  
awningssaveenergy.com  
awningssaveenergy.net  
besteverhot.com  
bestgreenrvproducts.com  
everhoth2o.com  
everhotpro.com  
everhotpro.net  
everhotpro.org  
everhotpro.us  
everrhot.com  
foreverhot.us

girardhotwater.com  
girardhotwater.info  
girardproducts.biz  
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home-awnings.com  
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instahot.net  
newtanklesshotwater.com  
orangecountyawnings.com  
patioawnings.me  
rvhotwater.net  
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talegaawnings.com  
tanklesshotwater.info  
tanklesshotwater.us  
trailerawnings.net