

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM730122

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Girard Products, LLC		03/28/2022	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	Lippert Components Manufacturing, Inc.		
Street Address:	3501 C.R. 6 East		
City:	Elkhart		
State/Country:	INDIANA		
Postal Code:	46514		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	88893250	GSWH-2	
Registration Number:	6571869	GIRARD PRODUCTS	
Registration Number:	6571870	GP	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	703-816-4063		
Email:	sld@nixonvan.com		
Correspondent Name:	Sheryl De Luca		
Address Line 1:	901 N. Glebe Road, 11th Floor		
Address Line 2:	Nixon & Vanderhye P.C.		
Address Line 4:	Arlington, VIRGINIA 22203		
NAME OF SUBMITTER:	Sheryl De Luca		
SIGNATURE:	/Sheryl De Luca/		
DATE SIGNED:	05/25/2022		
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.

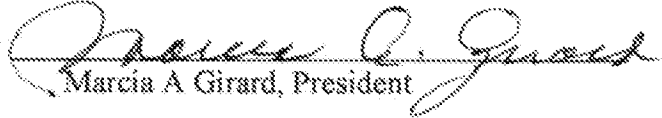
BUYER:

Lippert Components Manufacturing, Inc.

By: _____
Jason Lippert, President and CEO

SELLER:

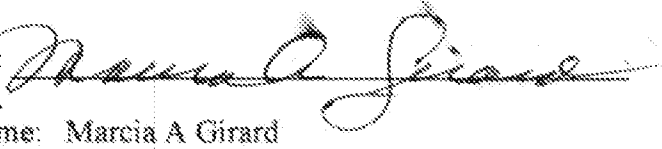
Girard Systems

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]

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
girardproducts.com
girardproducts.info
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girardproducts.net
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hydrohotsystems.com
hydrohotsystems.net
hydrohotsystems.us
instahot.net
newtanklesshotwater.com
orangecountyawnings.com
patioawnings.me
rvhotwater.net
rvhotwaterheaters.net
rvhotwaterondemand.com
rvhotwaterondemand.net
rvondemandhotwater.com

rvondemandhotwater.info
sanclementeawnings.com
talegaawnings.com
tanklesshotwater.info
tanklesshotwater.us
trailerawnings.net