

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM750346

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HSM Transportation & Specialty Manufacturing Company		08/16/2022	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	HSM Transportation, LLC		
Street Address:	8936 Northpointe Executive Park Drive, Suite 200		
City:	Huntersville		
State/Country:	NORTH CAROLINA		
Postal Code:	28078		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6231606	FRP FOAM RUBBER PRODUCTS	
Registration Number:	6042484	TFI TRIAD FABCO INDUSTRIES	
Registration Number:	6046747	TRIAD FABCO INDUSTRIES	
Registration Number:	4365645	POSITRAC	
Registration Number:	2265998	THE C.E. WHITE CO.	
Registration Number:	6046746	TRIAD FABCO	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7043476420		
Email:	bwatson@burr.com		
Correspondent Name:	Brooke R. Watson		
Address Line 1:	101 South Tryon Street, Suite 2610		
Address Line 2:	Burr & Forman LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28280		
NAME OF SUBMITTER:	Brooke R. Watson		
SIGNATURE:	/Brooke R. Watson/		

OP \$165.00 6231606

DATE SIGNED:	08/22/2022
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Total Attachments: 6

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Intellectual Property Assignment Agreement

This Intellectual Property Assignment Agreement (“**IP Assignment**”), dated as of August 16, 2022 (the “**Effective Date**”), is made by HSM Transportation & Specialty Manufacturing Company (“**Assignor**”), an Ohio corporation, located at 417 North Kibler Street, New Washington, Ohio 44854, in favor of HSM Transportation, LLC (“**Assignee**”), a North Carolina limited liability company, located at 8936 Northpointe Executive Park Drive, Suite 200, Huntersville, North Carolina 28078. The Assignor and Assignee shall be referred to individually herein as a “**Party**” and collectively as the “**Parties.**”

WHEREAS, Assignee is an affiliate of the Assignor, and Assignee desires to acquire the Assigned IP (as defined below), and Assignor desires to convey, transfer, and assign the Assigned IP to Assignee.

NOW THEREFORE, the Parties 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 (the “**Assigned IP**”):

(a) the patents and patent applications set forth on Exhibit A hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

(b) the trademark registrations and applications set forth on Exhibit B hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) the confidential and proprietary information, including all trade secrets used in Assignor’s business (the “**Trade Secrets**”), which are set forth in name on Exhibit C hereto, but which shall not be filed with United States Patent and Trademark Office (“**USPTO**”) or the officials of corresponding entities or agencies in any applicable jurisdictions;

(d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) 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. Confidentiality of Trade Secrets. Assignor acknowledges that in connection with this Assignment it will retain knowledge of the Trade Secrets. Assignor therefore agrees that it shall maintain the Trade Secrets in strict confidence and not disclose the Trade Secrets to any other person. Assignor shall abide by these confidentiality and non-use obligations with respect to the Trade Secrets for as long as the Trade Secrets shall remain a trade secret under applicable law.

3. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the USPTO, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, 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.

4. Counterparts. This IP 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 IP 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 IP Assignment.

5. Successors and Assigns. This IP 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 IP 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 IP 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 North Carolina, without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction).

[Signature Page Follows]

EXHIBIT A

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Country	Title	Patent App. Serial No.	Patent No.
United States	Bus Seat	15/248,402	10,391,896
United States	Vehicle Seat with Storable Harness	15/934,261	10,793,031
United States	Bus Seat	16/455,488	10,682,930
United States	Portable Child Restraint Seat	13/670,855	9,108,543
United States	Shock Absorbing Vehicle Seat Frame	09/714,684	6,554,356
Canada	Shock Absorbing Vehicle Seat Frame	2392891	2392891


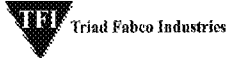
Patent Applications

Country	Title	Patent App. Serial No.
	None	



EXHIBIT B

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Country	Mark	App. Serial No.	Reg. No.	Good/Services
United States	FRP FOAM RUBBER PRODUCTS 	88/785,029	6231606	Class 40: Prototype fabrication of new products for others; Manufacturing services for others in the fields of school transportation seating, commercial and transit automotive seating, recreational vehicle seating and furniture, golf cart seating, office furniture, outdoor furniture, institutional furniture, upholstered furniture, marine furniture, high impact protective materials, packaging, beds, mattresses, box springs, and dock seal enclosures; Foam molding services
United States	TFI TRIAD FABCO INDUSTRIES 	88/639,454	6042484	Class 12: Seat pads and cushions for use in vehicles; school bus seat pads and cushions; golf cart seat pads and cushions Class 20: Seat Cushions: Cusions
United States	TRIAD FABCO INDUSTRIES	88/639,446	6046747	Class 12: Seat pads and cushions for use in vehicles; school bus seat pads and cushions; golf cart seat pads and cushions Class 20: Seat cushions; cushions
United States	TRIAD FABCO	88/639,440	6046746	Class 12: Seat pads and cushions for use in vehicles; school bus seat pads and cushions; golf cart seat pads and cushions Class 20: Seat cushions; cushions.
United States	POSITRAC	85/587,912	4365645	Class 12: step mechanisms for ingress and egress into and from recreational vehicles
United States	THE C.E. WHITE CO. <small>THE C.E. WHITE CO.</small>	75/216,217	2265998	Class 12: seats for commercial transit vehicles, seats for school buses, integrated child seats for commercial transit vehicles and integrated child seats for school buses

Trademark Applications

Country	Mark	App. Serial No.	Good/Services
Canada	FRP FOAM RUBBER PRODUCTS 	2043723	<p>Class 12: Seats for vehicles; Seat cushions for vehicles; Seat pads for vehicles; Seats for golf carts</p> <p>Class 17: Foam rubber; Polyethylene foam, polyurethane foam, and polystyrene foam for use in the further manufacture of school transportation seating, commercial and transit automotive seating, seating for vehicles and golf carts, office furniture, institutional furniture, outdoor furniture, marine furniture, upholstered furniture, recreational vehicle seating and furniture, high impact protective materials, and packaging; Polyurethane flexible foam material used for furniture, mattresses, seats, cushions, and bedding; Cushioning of plastics or rubbers in the nature of stuffing; Plastic fibers, not for textile use; Polyester fibers, not for textile use; Dock seal enclosures, namely, non-metal loading dock seals</p> <p>Class 20: Furniture; Office furniture; Outdoor furniture; Furniture for marine vessels; Beds; Mattresses; Box Springs; Seats; Cushions; Seat cushions; Seats and cushions for use in furniture; Safety padding in the nature of impact wall pads for activity centers such as gymnasiums</p>
Canada	FRP FOAM RUBBER PRODUCTS 	2043734	<p>Class 40: Prototype fabrication of new products for others; Manufacturing services for others in the fields of school transportation seating, commercial and transit automotive seating, recreational vehicle seating and furniture, golf cart seating, office furniture, outdoor furniture, institutional furniture, upholstered furniture, marine furniture, high impact protective materials, packaging, beds, mattresses, box springs, and dock seal enclosures; Foam molding services</p> <p>Class 42: Research and development of new products for others; Design and testing of new products for others</p>