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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM773171

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Trazcor, Inc.		06/14/2021	Corporation: INDIANA

RECEIVING PARTY DATA

Name:	Lippert Components Manufacturing, Inc.	
Street Address:	East Corporate Park	
Internal Address:	52567 Independence Ct	
City:	Elkhart	
State/Country:	INDIANA	
Postal Code:	46514	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	5768667	TRAZCOR
Registration Number:	5768669	
Registration Number:	5768497	TRAZCOR
Registration Number:	5768665	TRAZCOR

CORRESPONDENCE DATA

Fax Number: 6127661600

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: 612-766-7000

Email: erin.theroux@faegredrinker.com

Correspondent Name: Hudson Peters

Address Line 1: FAEGRE DRINKER BIDDLE & REATH LLP

Address Line 2: 90 S. Seventh Street, Suite 2200
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	507770.000130
NAME OF SUBMITTER:	Erin N. Theroux
SIGNATURE:	/Erin N. Theroux/
DATE SIGNED:	12/09/2022

TRADEMARK REEL: 007914 FRAME: 0053

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment Agreement (the "**Agreement**") is entered into as of June 14, 2021, by and between Trazcor, Inc. an Indiana corporation ("**Assignor**") and Lippert Components Manufacturing, Inc., a Delaware corporation ("**Assignee**").

WHEREAS, Assignor has adopted, created, used and/or is using (a) the registered trademarks, service marks, trade names and domain names listed in Exhibit A hereto, and owns all right, title and interest to the same, including the goodwill associated therewith; and (b) certain other unregistered intellectual property, including (i) trademarks, service marks, trade names, brand names, logos, trade dress and design rights, together with the goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for, any of the foregoing; (ii) accounts and handles with Twitter, Instagram, Facebook and other social media companies and the content found thereon, and URLs; (iii) works of authorship, expressions, mask works, designs and design registrations, whether or not copyrightable, including copyrights, author, performer, moral and neighboring rights; (iv) inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections and other confidential and proprietary information, and all rights therein; and (v) 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, and owns all right, title and interest to the same ((a) and (b) together, the "IP Assets").

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to all the IP Assets, including the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree:

- 1. Assignment. In consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, grants, conveys and transfers to the Assignee all of Assignor's right, title and interest in and to the IP Assets, including but not limited to:
- (a) all trademarks, domain names, pending applications for registration of the foregoing, and issued registrations of trademarks related to the IP Assets, together with the goodwill of the business connected with the use of the IP Assets and symbolized by the IP Assets, and the right to claim priority based on the filing date of said IP Assets (under the Paris Convention for the Protection of Industrial Property and all other treaties of like purposes);
- (b) all rights to causes of action and remedies related to the IP Assets including, without limitation, the right to sue, obtain relief and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringement of rights related to the foregoing; and
- (c) any and all other rights and interests arising out of, in connection with, or in relation to the IP Assets, the same to be held and enjoyed by the Assignee, its successors, assigns and other legal representatives.

US.133249715.04

- **2. Further Assistance**. As requested by the Assignee, the Assignor shall take all steps reasonably necessary to assist the Assignee in obtaining and enforcing in its own name any patent, trademark, copyright or other protection which the Assignee elects to obtain or enforce for the IP Assets.
- **3. Governing Law.** This Agreement shall be construed under and governed by the Laws of the State of Indiana without regard to the conflicts of law principles of any jurisdiction. Any action brought to enforce any provision of this Agreement shall be brought in the Elkhart County, Indiana, or, if it has or can acquire jurisdiction, in the United States District Court for the Northern District of Indiana, South Bend Division, and the parties hereby consent to the exclusive jurisdiction of such courts.
- 4. General. Each party warrants and represents that it has the capacity and right to enter into this Agreement; that this Agreement was fully negotiated by the parties; and that each party consents to its terms and conditions. This Agreement, including the exhibits, comprises the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior oral or written communications or understandings between the parties. The headings used in this Agreement have been provided for the convenience of the parties and shall have no effect upon the interpretation of this Agreement. This Agreement shall be binding upon the parties and their agents, successors and permitted assigns. No party may assign either this Agreement or any of its rights, interests, or obligations hereunder. If any of the provisions of this Agreement are held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and, if such provision cannot be restated by a court of competent jurisdiction to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein. The terms and conditions of this Agreement or any part hereof may only be amended in a writing executed by both parties. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, with the same effect as if the signature on each such counterpart were on the same instrument. Further, this Agreement may be executed by transfer of an originally signed document by e-mail in PDF or other electronic format, each of which will be as fully binding as an original document.

[Signatures appear on the following page]

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

ASSIGNOR:
TRAZCOR, INC.
By:
Name: Chad A, Rohrer
Title: President
ASSIGNEE:
LIPPERT COMPONENTS MANUFACTURING, INC
n _{re}

Name: Jason Lippert
Title: President & CEO

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

ASSIGNOR:
TRAZCOR, INC.
By:
Name: Chad A. Rohrer
Title: President
ASSIGNEE:
LIPPERT COMPONENTS MANUFACTURING, INC.

Title: President & CEO

Signature Page to Intellectual Property Assignment

Exhibit A

Registered IP Assets

Marks:

Mark	Registration Number	Registration Date	Identification of Goods
Design Mark	5,768,667	June 4, 2019	Int. Class 40: Metal fabrication and finishing services for others
Design Mark	5,768,669	June 4, 2019	Int. Class 40: Metal fabrication and finishing services for others
Standard Character Mark Trazcor	5,768,497	June 4, 2019	Int. Class 40: Metal fabrication and finishing services for others
Design Mark TRAZCOR	5,768,665	June 4, 2019	Int. Class 40: Metal fabrication and finishing services for others

Domain Names:

RECORDED: 12/09/2022

Domain Name	Registrant	Expiration Date
Trazcor.com	Trazcor, Inc.	7/16/2025
Trazcor.info	Trazcor, Inc.	7/16/2022
Trazcor.net	Trazcor, Inc.	7/16/2022
Trazcor.org	Trazcor, Inc.	7/16/2022
Trazcore.com	Trazcor, Inc.	8/31/2022
Trazkor.com	Trazcor, Inc.	8/31/2022
Trazcote.com	Trazcor, Inc.	8/31/2022
Trazcoat.com	Trazcor, Inc.	8/31/2022

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