

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM786524

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vehicle Security Innovators, Inc.		02/01/2023	Corporation: WISCONSIN
VSI, LLC		02/01/2023	Limited Liability Company: WISCONSIN
Pop & Lock LLC		02/01/2023	Limited Liability Company: WISCONSIN
Freight Defense, LLC		02/01/2023	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	Vehicle Security Innovators, LLC		
Street Address:	1271 Contract Drive		
City:	Green Bay		
State/Country:	WISCONSIN		
Postal Code:	54304		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3244975	POP & LOCK	
Registration Number:	6462590	FREIGHT DEFENSE	
CORRESPONDENCE DATA			
Fax Number:	8169838080		
<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:	8169838000		
Email:	PTO-KC@huschblackwell.com		
Correspondent Name:	Husch Blackwell LLP		
Address Line 1:	4801 Main Street, Suite 1000		
Address Line 4:	Kansas City, MISSOURI 64112		
ATTORNEY DOCKET NUMBER:	528051-8		
NAME OF SUBMITTER:	Olivia Miller		
SIGNATURE:	/Olivia Miller/		

CH \$65.00 3244975

DATE SIGNED:	02/13/2023
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Total Attachments: 9

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- source=VSI - IP Assignment Agreement#page2.tif
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- source=VSI - IP Assignment Agreement#page4.tif
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the “IP Assignment”) is made effective as of February 1, 2023 (the “Effective Date”) by and between Vehicle Security Innovators, Inc., a Wisconsin corporation, VSI, LLC, a Wisconsin limited liability company, Pop & Lock LLC, a Wisconsin limited liability company, and Freight Defense, LLC, a Wisconsin limited liability company (collectively, the “Assignors” and each an “Assignor”), and Vehicle Security Innovators, LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, Assignors and Assignee have entered into that certain Asset Purchase and Contribution Agreement dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the “Agreement”) and defined terms used in this IP Assignment and not otherwise defined herein shall have the same meaning as ascribed to such terms in the Agreement;

WHEREAS, Assignors are the owners of the right, title, and interest in and to the Intellectual Property as listed in the attached Exhibit A; and

WHEREAS, Assignors desire to assign to Assignee, and Assignee desires to acquire, the right, title, and interest in and to the Intellectual Property, including any and all goodwill associated therewith.

NOW, THEREFORE, in consideration of the foregoing premises and that Assignors agree to sell, transfer, convey, assign, and deliver to Assignee, and Assignee agrees to purchase, accept, and acquire the Purchased Assets pursuant to the provisions of the Agreement, the parties hereby agree to the following:

1. Assignment.

- a) Patent, Trademark, and Domain Name Assignment. Pursuant to and subject to the terms and conditions of this IP Assignment, Assignors hereby sell, assign, transfer, convey, and deliver to Assignee the whole entire right, title, and interest in, to, and under the Intellectual Property listed in Exhibit A, including all goodwill associated therewith, and the right to sue for and the remedies resulting from past and future infringement of the foregoing, and rights of protection of interest therein under the laws of all jurisdictions. Assignors hereby authorize and request the Commissioner of Patents and Trademarks of the United States, if necessary, and any officer of any country or countries foreign to the United States, whose duty it is to issue patents, trademarks, or other evidence or forms of intellectual property protection or applications, to issue the same to Assignee and Assignee’s successors, assigns, and other legal representatives in accordance with the terms of this IP Assignment.
- b) General Intellectual Property Assignment. Assignors hereby sell, assign, transfer, convey, and deliver to Assignee all right, title, and interest in and to any additional intellectual property rights including, without limitation, any trade names, trade secrets, inventions, processes, methods, business methods, formulas, articles, compositions,

devices, products, tools, machines, apparatuses, systems, appliances, designs, drawings, as well as any improvements and know-how related thereto.

- c) Covenant to Transfer. Assignors covenant, agree, and undertake to take all steps requested by Assignee which are reasonably necessary to effect such assignment and transfer of any accounts and domain name registrations in the Intellectual Property, including any steps necessary in accordance with the domain name transfer procedures of the applicable registrar(s) for the domain names, including executing applicable domain name registrar transfer agreements or documents, assignments, lawful oaths, and any other papers which Assignee may deem necessary or desirable, all without further compensation to Assignors. If, due to applicable registrar rules or regulations, a domain name registration cannot be assigned, the parties agree to discuss a reasonable resolution. Until such reasonable resolution is reached, Assignors shall maintain such domain name registration in full force and effect, and operate such domain at Assignee's direction, including pointing the domain to another site selected by Assignee. Assignee shall bear the reasonable costs associated with such maintenance and operation.
 - d) Authorization to File Applications. Assignors hereby authorize Assignee to file applications in any or all countries for any or all of the Intellectual Property in Assignors' names or in the name of Assignee or otherwise as Assignee may deem advisable, under any treaty, convention, or otherwise.
2. Representations and Warranties of the Parties. Each party hereby warrants that: (a) it has full power and authority to enter into and perform its obligations under this IP Assignment in accordance with its terms; and (b) it is and will remain free of any obligations and restrictions that would prevent or impede its performance of its obligations under this IP Assignment.
 3. Further Assurances. Assignors covenant, agree, and undertake to execute, wherever reasonably requested by the Assignee, all assignments, lawful oaths, and any other papers which Assignee may deem reasonably necessary for securing to Assignee or for maintaining for Assignee any and all of the Intellectual Property, all without further compensation to the Assignors.
 4. No Challenge. Assignors agree not to challenge, assist, or cooperate with any third party challenging, or take any position contrary to or inconsistent with, Assignee's sole and exclusive right in and to the Intellectual Property.
 5. Provision of Requested Information. Assignors agree that they are hereby legally bound, upon request, to supply all information and evidence of which the Assignors have knowledge or possession relating to the Intellectual Property, and to testify in any legal proceeding relating thereto.
 6. Attorney-In-Fact. Assignors hereby constitute and appoint Assignee as Assignors' true and lawful attorney-in-fact, with full power of substitution in Assignors' names and steads, but for Assignee's benefit, to take any and all steps, including proceedings at law, in equity, or otherwise to execute, acknowledge, and deliver any and all instruments and assurances

necessary in order to vest the aforesaid Intellectual Property, and causes of action, more effectively in Assignee or to protect the same, or to enforce any claim or right of any kind with respect thereto. This includes any rights with respect to the Intellectual Property that may have accrued in Assignors' favor up to the Effective Date. Assignors hereby declare that the foregoing power is coupled with an interest and is irrevocable.

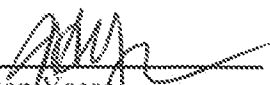
7. Severability. If any of the provisions of this IP Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this IP Assignment shall otherwise remain in full force and effect and enforceable.
8. Counterparts. This IP Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This IP Assignment may not be amended except by an instrument in writing signed by each of the parties hereto.
9. Governing Law. This IP Assignment shall be governed by and construed in accordance with the internal laws of the State of Wisconsin, without giving effect to any choice or conflicts of law provisions thereof or rules that would cause the application of the laws of any other jurisdiction. Any legal suit, action, or proceeding arising out of or based upon this IP Assignment may be instituted exclusively in the Circuit Court of Waukesha County, Wisconsin, or the U.S. District Court for the Eastern District of Wisconsin in Milwaukee, Wisconsin.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this IP Assignment by their authorized representatives as of the date first set forth above.

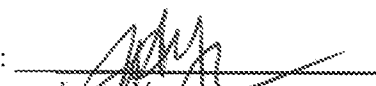
ASSIGNORS:

Vehicle Security Innovators, Inc.

By: 
Name: Jason Yaeso
Title: President

VSI, LLC

By: Vehicle Security Innovators, Inc.
Its: Sole Member

By: 
Name: Jason Yaeso
Title: President

Freight Defense, LLC

By: VSI, LLC
Its: Sole Member

By: Vehicle Security Innovators, Inc.
Its: Sole Member

By: 
Name: Jason Yaeso
Title: President

Pop & Lock LLC

By: VSI, LLC
Its: Sole Member

By: Vehicle Security Innovators, Inc.
Its: Sole Member

By: 
Name: Jason Yacobi
Title: President

ASSIGNEE:

Vehicle Security Innovators, LLC

By: _____
Name: Eduardo Trigo
Title: Manager

Pop & Lock LLC

By: VSI, LLC
Its: Sole Member

By: Vehicle Security Innovators, Inc.
Its: Sole Member

By: _____
Name: Jason Yaeso
Title: President

ASSIGNEE:

Vehicle Security Innovators, LLC

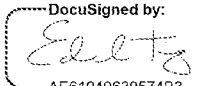
By:  _____
Name: Eduardo Trigo
Title: Manager


Exhibit A

Registered Patents and Patent Applications:




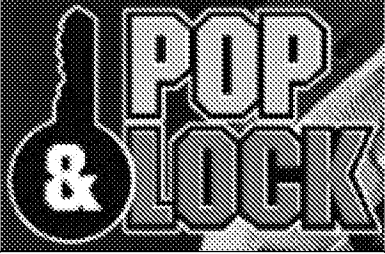

U.S. Patent No./ E.S. Patent App. No.	Title	Status	Filing Date	Issue Date	Owner/Assignee
Pat. No.: 7,971,460 App. No.: 11/978,994	METHOD AND MECHANISM FOR ATTACHING A LOCKING MECHANISM TO A PICK-UP TRUCK TAILGATE	Granted	Oct. 30, 2007	July 5, 2011	Pop & Lock LLC 1271 Contract Drive Green Bay, WI 54304
Pat. No.: 8,250,889 App. No.: 12/583,963	COMPACT POWER LOCK	Granted	Aug. 27, 2009	Aug. 8, 2012	Pop & Lock LLC 1271 Contract Drive Green Bay, WI 54304
Pat. No.: 8,245,549 App. No.: 12/583,964	TAMPERPROOF POWER TAILGATE LOCK	Granted	Aug. 27, 2009	Aug. 21, 2012	Pop & Lock LLC 1271 Contract Drive Green Bay, WI 54304
Pat. No.: 8,276,416 App. No.: 12/708,126	MASTER KEY LOCK, SYSTEM AND METHOD	Granted	Feb. 18, 2010	Oct. 2, 2012	VSI, LLC 1271 Contract Drive Green Bay, WI 54304
Pat. No.: 8,443,638 App. No.: 13/157,740	METHOD AND MECHANISM FOR ATTACHING A LOCKING MECHANISM TO A PICK-UP TRUCK TAILGATE	Granted	June 10, 2011	May 21, 2013	Pop & Lock LLC 1271 Contract Drive Green Bay, WI 54304
Pat. No.: 9,032,765 App. No.: 13/383,680	HASP SEAL LOCK ASSEMBLY	Granted	Jan. 12, 2012	May 19, 2015	VSI, LLC 1271 Contract Drive Green Bay, WI 54304
Pat. No.: 8,935,944 App. No.: 13/890,578	HASP SEAL LOCK ASSEMBLY	Granted	May 9, 2013	Jan. 20, 2015	VSI, LLC 1271 Contract Drive Green Bay, WI 54304
Pat. No.: 9,505,392 App. No.: 14/515,789	AIR BRAKE LOCK AND ASSEMBLY	Granted	Oct. 16, 2014	Nov. 29, 2016	VSI, LLC 1271 Contract Drive Green Bay, WI 54304
Pat. No.: 9,889,725 App. No.: 14/925,277	TRUCK CAP HANDLE AND LOCK ASSEMBLY	Granted	Oct. 28, 2015	Feb. 13, 2018	VSI, LLC 1271 Contract Drive Green Bay, WI 54304
Pat. No.: 11,236,534 App. No.: 16/113,483	DEADBOLT LOCK DEVICE AND ASSEMBLY	Granted	Aug. 27, 2018	Feb. 1, 2022	VSI, LLC 1271 Contract Drive Green Bay, WI 54304
App. No.: 63/346,376	CATALYTIC CONVERTER LOCKING DEVICE AND ASSEMBLY	Provisional	May 27, 2022		Pop & Lock LLC 1271 Contract Drive Green Bay, WI 54304

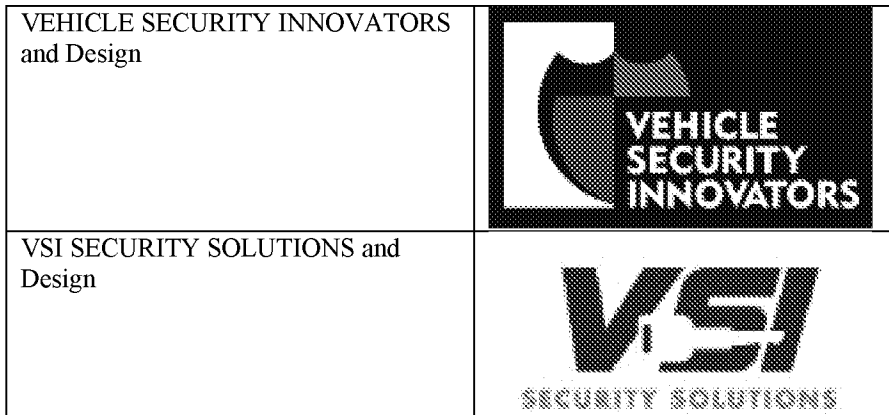
Registered Trademarks:

Reg. No./Ser. No.	Trademark	Status	Full Goods/Services	Owner
United States Trademarks				
RN: 3,244,975 SN: 78/939,220	POP & LOCK	Registered: May 22, 2007 Filed: July 27, 2006 Register Type: Principal Register	Int'l Class: 12 Manual and power tailgate locks for pick-up trucks	Pop & Lock LLC 1271 Contract Drive Green Bay, WI 54304
RN: 6,462,590 SN: 90/333,355	FREIGHT DEFENSE	Registered: Aug. 24, 2021 Filed: Nov. 20, 2020	Int'l Class: 35	Vehicle Security Innovators, Inc.

Reg. No./Ser. No.	Trademark	Status	Full Goods/Services	Owner
		Register Type: Principal Register	Online retail store services featuring heavy duty security products for the medium and heavy duty truck markets; online retail store services featuring security hardware for trucks and trailers, namely, heavy truck cab locksets and keys, trailer hasp and seal protectors, padlocks, tool and battery box latches, anti-siphon inserts, locking diesel exhaust fluid reservoir caps, replacement locksets and keys, air brake locks and power deadbolt locks for cargo vans and roll up door trucks	1271 Contract Drive Green Bay, WI 54304
Canada Trademarks				
RN: TMA683015 SN: 1282792	POP & LOCK and Design 	Registered: March 6, 2007 Filed: Dec. 13, 2005	Int'l Class: 12 Manual and power tailgate locks for pick-up trucks	Pop & Lock LLC 1271 Contract Drive Green Bay, WI 54304
RN: TMA683027 SN: 1282791	POP & LOCK	Registered: March 6, 2007 Filed: Dec. 13, 2005	Int'l Class: 12 Manual and power tailgate locks for pick-up trucks	Pop & Lock LLC 1271 Contract Drive Green Bay, WI 54304

Common Law Trademarks:

FREIGHT DEFENSE SECURITY FOR THE LONG HAUL and Design	
FREIGHT DEFENSE SECURITY FOR THE LONG HAUL and Design	
POP & LOCK and Design	
POP & LOCK and Design	
SIMPLYKEYS.COM and Design	



Domain Names:

Domain Name	Registrar Name	Registrant Name	Expiration Date
allbrandlocksandkeys.com	GoDaddy.com, LLC	Domains By Proxy, LLC	Nov. 22, 2024
buyvsi.com	GoDaddy.com, LLC	Domains By Proxy, LLC	Oct. 12, 2024
cat-rap.com	GoDaddy.com, LLC	Domains By Proxy, LLC	April 26, 2024
fdkeys.com	GoDaddy.com, LLC	Domains By Proxy, LLC	May 24, 2024
fleetsecuritysolutions.com	GoDaddy.com, LLC	Domains By Proxy, LLC	Dec. 6, 2023
freightdefense.com	GoDaddy.com, LLC	Domains By Proxy, LLC	Aug. 2, 2023
freightsecuritysolutions.com	GoDaddy.com, LLC	Domains By Proxy, LLC	Aug. 7, 2023
mykeysupplier.com	GoDaddy.com, LLC	Domains By Proxy, LLC	May 27, 2023
onekeyt.com	GoDaddy.com, LLC	Domains By Proxy, LLC	Aug. 6, 2030
plowcaddy.com	GoDaddy.com, LLC	Domains By Proxy, LLC	Oct. 18, 2032
popandlock.net	GoDaddy.com, LLC	Domains By Proxy, LLC	Sept. 27, 2024
poplock.com	GoDaddy.com, LLC	Domains By Proxy, LLC	April 1, 2023
popnlock.com	GoDaddy.com, LLC	Domains By Proxy, LLC	Aug. 15, 2031
popnlock.net	GoDaddy.com, LLC	Domains By Proxy, LLC	Nov. 15, 2023
simplykeys.com	GoDaddy.com, LLC	Domains By Proxy, LLC	May 1, 2027
simplykeys.net	GoDaddy.com, LLC	Domains By Proxy, LLC	May 1, 2023
tailgatelock.com	GoDaddy.com, LLC	Domains By Proxy, LLC	Nov. 9, 2024
tailgatelock.net	GoDaddy.com, LLC	Domains By Proxy, LLC	Nov. 9, 2024
tailgatelock.org	GoDaddy.com, LLC	Domains By Proxy, LLC	Nov. 10, 2024
theairsafe.com	GoDaddy.com, LLC	Domains By Proxy, LLC	May 21, 2023
thesealsafe.com	GoDaddy.com, LLC	Domains By Proxy, LLC	Aug. 6, 2030
trucklocksandkeys.com	GoDaddy.com, LLC	Domains By Proxy, LLC	Jan. 4, 2031
trucksecuritysolutions.com	GoDaddy.com, LLC	Domains By Proxy, LLC	Aug. 7, 2023
vansons.com	GoDaddy.com, LLC	Domains By Proxy, LLC	July 10, 2023
vehiclesecurityinnovators.com	GoDaddy.com, LLC	Domains By Proxy, LLC	June 7, 2023
vsikey.com	GoDaddy.com, LLC	Domains By Proxy, LLC	June 16, 2023
vsilock.com	GoDaddy.com, LLC	Domains By Proxy, LLC	June 16, 2023
vsilockandkey.com	GoDaddy.com, LLC	Domains By Proxy, LLC	June 16, 2023
vsilocks.com	GoDaddy.com, LLC	Domains By Proxy, LLC	June 12, 2023
vsitrucksecurity.com	GoDaddy.com, LLC	Domains By Proxy, LLC	Oct. 18, 2023