

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362690

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DONALD THOMAS		11/13/2015	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	TOWING ELECTRICAL SYSTEMS INCORPORATED		
Street Address:	150 VICTORIA RD		
City:	AUSTINTOWN		
State/Country:	OHIO		
Postal Code:	44515		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4633450	BLACKBIRD	
Registration Number:	4272581	TRAILER MATE	
Serial Number:	85597143	BLACKBIRD	
Serial Number:	77764007	SMART TRAILER TECHNOLOGY	
Serial Number:	77599532	TRAILERMATE	
Serial Number:	78866298	WELDED ONE-PIECE BALL MOUNT	
Serial Number:	78776689	ONE-PIECE BALL MOUNT	
Serial Number:	78539463	CARGOMATE	
CORRESPONDENCE DATA			
Fax Number:	2162410816		
<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:	2166228231		
Email:	ipdocket@calfee.com, mgillette@calfee.com		
Correspondent Name:	TODD R. TUCKER		
Address Line 1:	CALFEE, HALTER & GRISWOLD LLP		
Address Line 2:	1405 EAST SIXTH STREET		
Address Line 4:	CLEVELAND, OHIO 44114-1607		
ATTORNEY DOCKET NUMBER:	35757/03905		
NAME OF SUBMITTER:	TODD R. TUCKER		

CH \$215.00 4633450

SIGNATURE:	/Mary Gillette for Todd R. Tucker/
DATE SIGNED:	11/17/2015
Total Attachments: 4 source=03397865#page1.tif source=03397865#page2.tif source=03397865#page3.tif source=03397865#page4.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** ("IP Assignment Agreement") is made as of November 13, 2015, between Donald Thomas, an individual ("Assignor"), and Towing Electrical Systems Incorporated, a Nevada corporation ("Assignee").

WHEREAS, Assignor has agreed to convey to Assignee all right, title, and interest in and to the intellectual property of Assignor listed on Exhibit A attached hereto, together with all goodwill associated therewith (collectively, the "Assigned IP Rights").

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably sells, conveys, assigns, and transfers to Assignee, without any restrictions, limitations or reservations, all of Assignor's right, title and interest in, under and to the Assigned IP Rights, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made, including: (i) any and all rights of priority thereto and renewals thereof, as may now or hereafter be granted to him by law; (ii) all income, royalties or payments now or hereafter due or payable with respect thereto; and (iii) any and all rights corresponding thereto throughout the world, including rights, interests, claims and demands recoverable in law or equity that Assignor has or may have in profits and damages for past, present and future infringements of such intellectual property, including the right to compromise, sue for and collect such profits and damages, and Assignee does hereby accept assignment of the Assigned IP Rights from Assignor.

2. Successors and Assigns. This IP Assignment Agreement will bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

3. Further Assurances. Assignor, for himself and his successors and assigns, hereby covenants and agrees to execute and deliver such other documents and instruments of sale, conveyance, assignment, or transfer, and to take such other lawful actions as may be reasonably requested by Assignee or its respective successors and assigns to more effectively consummate the assignments contemplated by this IP Assignment Agreement.

4. Governing Law; Forum; Waiver of Jury Trial. This IP Assignment Agreement will be governed by and construed in accordance with the laws of the State of Ohio, without regard to the principles of conflicts of law thereof. Any judicial proceeding brought with respect to this IP Assignment Agreement must be brought in any court of competent jurisdiction in the State of Ohio, and, by execution and delivery of this IP Assignment Agreement, each party hereto (a) accepts, generally and unconditionally, the exclusive jurisdiction of such courts and any related appellate court, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this IP Assignment Agreement, and (b) irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such a court or that such court is an inconvenient forum. Each party hereto waives the right to a jury trial with respect to any dispute related to this IP Assignment Agreement.



5. Counterparts. This IP Assignment Agreement may be executed in two or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies of this IP Assignment Agreement with signatures transmitted by facsimile or electronically (e.g., pdf) will be deemed to be original signed versions of this IP Assignment Agreement.

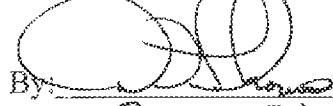
[Signature page follows]



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

ASSIGNEE:

Towing Electrical Systems Incorporated



By: _____

Name: Donald Thomas

Title: President

ASSIGNOR:



Donald Thomas

EXHIBIT A

PATENTS

Application Number	Publication Date	Title	Country	Status
12/260,469	07/30/2009	HITCH BALL MOUNT ASSEMBLY HAVING A BIOMETRIC ENGAGEMENT MECHANISM	U.S.	Abandoned
12/260,457	09/03/2009	WIRELESS VEHICLE TRAILER MONITORING AND CONTROL SYSTEM	U.S.	Abandoned

TRADEMARKS

Trademark	Serial/Reg. No.	Filing/Reg. Date	Country	Status
BLACKBIRD	App 85982942 Reg 4633450	App 13-APR-2012 Reg 04-NOV-2014	U.S.	Active
	App 77943670 Reg 4272581	App 24-FEB-2010 Reg 08-JAN-2013	U.S.	Active
BLACKBIRD	App 85597143 (Intent to Use)	App 13-APR-2012	U.S.	Active
	App 77764007	App 23-OCT-2008	U.S.	Abandoned
TRAILERMATE	App 77599532	App 19-JUN-2009	U.S.	Abandoned
WELDED ONE-PIECE BALL MOUNT	App 78866298	App 20-APR-2006	U.S.	Abandoned
ONE-PIECE BALL MOUNT	App 78776689	App 19-DEC-2005	U.S.	Abandoned
CARGOMATE	App 78539463	App 29-DEC-2004	U.S.	Abandoned

DOMAIN NAMES

Domain Name	Status	Registrar	Expiration Date
TESTEAMUS.COM	Registered	GoDaddy.com, LLC	06/25/2015
TESTEAM.COM	Registered	Go Montenegro Domains, LLC	10/05/2017