TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM431606

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THULE IP AB		06/16/2017	Limited Liability Company:

RECEIVING PARTY DATA

Name:	GOLDCUP 14855 AB
Street Address:	FOSIEVAGEN 13
City:	MALMO
State/Country:	SWEDEN
Postal Code:	213 41
Entity Type:	Limited Liability Company: SWEDEN

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	76468170	UWS
Serial Number:	75741749	
Serial Number:	85404794	UWS
Serial Number:	85417365	UWS

CORRESPONDENCE DATA

Fax Number: 2023712540

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: 2023712600

Email: eondeck@skgf.com, amottley@skgf.com

STERNE, KESSLER, GOLDSTEIN & FOX PLLC **Correspondent Name:**

Address Line 1: 1100 NEW YORK AVE, NW WASHINGTON, D.C. 20005 Address Line 4:

DOMESTIC REPRESENTATIVE

Name: SKGF PLLC

Address Line 1: 1100 NEW YORK AVE NW Address Line 4: WASHINGTON, D.C. 20005

NAME OF SUBMITTER:	TRACY-GENE G. DURKIN
SIGNATURE:	/Tracy Durkin/

TRADEMARK REEL: 006086 FRAME: 0025

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DATE SIGNED:	06/16/2017
Total Attachments: 4	
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of June 16, 2017, is made by THULE IP AB ("Seller"), a Swedish limited liability company, organizational number 556578-1282, in favor of GOLDCUP 14855 AB (under change to New Palm Florida IP AB) ("Buyer"), a Swedish limited liability company, organizational number 559111-7881, the purchaser of certain assets of Seller and Thule Sweden AB pursuant to an IP TRANSFER AGREEMENT between Buyer, Seller and Thule Sweden AB, dated as of June 16, 2017 (the "IP Transfer Agreement").

WHEREAS, under the terms of the IP Transfer Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the Canadian Intellectual Property Office;

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. In consideration for the execution of the IP Transfer Agreement, the payment of the consideration stipulated in the IP Transfer Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:
- (a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;
- (b) any common law rights or unregistered rights associated with the foregoing and all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) 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
- (d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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.

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- 2. <u>Recordation and Further Actions.</u> Seller authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any other governmental officials to record and register this Trademark Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Buyer, or any assignee or successor thereto.
- 3. <u>Terms of the IP Transfer Agreement.</u> The terms of the IP Transfer Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the IP Transfer Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the IP Transfer Agreement and the terms hereof, the terms of the IP Transfer Agreement shall govern.
- 4. <u>Counterparts</u>. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark 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 Trademark Assignment.
- 5. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law</u>. This Trademark 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 Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first above written.

THULE IP AB

By:

Name: Magnus Welander

Title: CEO

Name: Lennart Mauritzson Title: Board member

Address for Notices:

Thule IP AB

Attention: Lennart Mauritzson

Fosievägen 13

213 41 Malmö, Sweden

Email: Lennart.Marutizson@thule.com

AGREED TO AND ACCEPTED:

GOLDCUP 14855 AB

(uct. NEW PALM FLORIDA IP AB)

By:

Name: Lennart Mauritzson

Title: Board member Address for Notices: New Palm Florida IP AB

(formerly GOLDCUP 14855 AB) Attention: Lennart Mauritzson

Fosievägen 13

213 41 Malmö, Sweden

Email: Lennart.Marutizson@thule.com

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Title	Reference	Country Name	Case Status	ІР Туре	Application No	Filing Date	Registration Registration Date No	Registration No	Owner
UWS and design	T3005/US	United States of America	Registered	Trademark	76/468,170	2002-11-07	2003-12-02 2788504	2788504	Thule IP AB
Marlin design	T0006/US	United States of America	Registered	Trademark	75/741,749	1999-06-30	2001-06-19	2460951	Thule IP AB
UWS (logo)	T0059/US	United States of America	Registered	Trademark	85/404,794	2011-08-23	2014-07-15	4568626	Thule IP AB
UWS (logo)	T0059/CA	Canada	Registered	Trademark	1534781	2011-07-07	2012-12-04	2012-12-04 TMA837,625	Thule IP AB
UWS word	T0076/US	United States of America	Registered	Trademark	85/417,365	2011-09-08	2014-07-15	4568632	Thule IP AB
UWS word	T0076/CA Canada	Canada	Registered	Trademark	1541909	2011-08-31	2012-08-15	2012-08-15 TMA829,916	Thule IP AB

RECORDED: 06/16/2017

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