

ASSIGNMENT

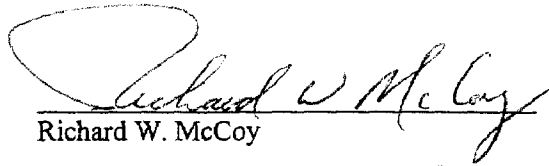
WHEREAS, WE, Richard W. McCoy of Granger, Indiana; and John J. Kass of Granger, Indiana have made a certain new and useful invention as set forth in an application for United States Letters Patent executed by us the 12 day of November, 1998, entitled CAR TOP CARRIER, Serial Number 29/095,821 filed day of October 30, 1998;

AND WHEREAS, REESE PRODUCTS, INC., a corporation of the State of Indiana, and having a place of business at 51671 State Road 19 North, Elkhart, Indiana 46514, is desirous of acquiring the entire right, title and interest in and to said invention and in and to any and all Letters Patent of the United States and foreign countries which may be obtained therefor;

NOW, THEREFORE, for good and valuable consideration, we do hereby sell, assign, transfer and set over unto REESE PRODUCTS, INC., its legal representatives, successors, and assigns, the entire right, title and interest in and to said invention as set forth in the above-mentioned application, and in and to any and all patents of the United States and foreign countries which may be issued for said invention;

UPON SAID CONSIDERATIONS, we hereby agree with the said assignee that we will not execute any writing or do any act whatsoever conflicting with these presents, and that we will, at any time upon request, without further or additional consideration but at the expense of the said assignee, execute such additional assignments and other writings and do such additional acts as said assignee may deem necessary or desirable to perfect the assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, reexamined, reissued, or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of assignor and assignee;

AND we request the Commissioner of Patents and Trademarks to issue any Letters Patent of the United States which may be issued for said invention to said REESE PRODUCTS, INC, its legal representatives, successors or assigns, as the sole owner of the entire right, title and interest in and to said patent and the invention covered thereby.


Richard W. McCoy

COMMONWEALTH OF KENTUCKY)
COUNTY OF Elkhart) SS:

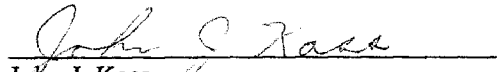
On this 12th day of November, 1998, before me personally appeared

RICHARD W. MCCOY, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

My commission expires: 4-23-2001.

SEAL


NOTARY PUBLIC


John J. Kass

COMMONWEALTH OF KENTUCKY)
COUNTY OF Elkhart) SS:

On this 12th day of November, 1998, before me personally appeared

JOHN J. KASS, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

My commission expires: 4-23-2001.

SEAL


NOTARY PUBLIC

This application referred to above as Docket No. 242-112 D, was filed in the United States Patent Office on October 30, 1998, and was given Serial No. 29/095,821.

This Insertion made by me this 6th day of April, 1999.


Warren D. Schickli