

08-17-2001

Form PTO-1595
(Rev. 03/01)

REC

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇌ ⇌ ⇌ ▼ ▼

101814996

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Texas Saddlebags Industries, Ltd.

P. 901

2. Name and address of receiving party(ies)

Name: Texas Saddlebags, Inc.

Internal Address: _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other _____

Street Address: 3800 E. Randol Mill RoadCity: Arlington State: Texas Zip: 76011Execution Date: May 18, 2001Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

5,887,934Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jared W. Julian

Internal Address: _____

Street Address: 1000 Ballpark Way, Suite 300City: Arlington State: Texas Zip: 760116. Total number of applications and patents involved: ☒ 17. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed



Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*Paul J. Johnson

Name of Person Signing

Signature

8/6/01

Date

Total number of pages including cover sheet, attachments, and documents: ☒ 4

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

08/16/2001 DBYRNE 00000102 5887934

01 FC:581

40.00 DP

PATENT
REEL: 012066 FRAME: 0406

ASSIGNMENT OF PATENT

THIS ASSIGNMENT OF PATENT ("Patent Assignment") is executed and delivered by Texas Saddlebags Industries, Ltd., a Texas limited partnership ("Seller"), as of May 18, 2001 (the "Effective Date"), in favor of Texas Saddlebags, Inc., a Delaware corporation ("Purchaser").

Recitals

WHEREAS, Seller and Purchaser have entered into a certain Asset Purchase Agreement dated as of May 18, 2001 (the "Asset Purchase Agreement") providing, among other things, for the sale by Seller and the purchase by Purchaser of the Intellectual Property (as defined in the Asset Purchase Agreement);

WHEREAS, in order to effectuate the sale and purchase of the Intellectual Property, Seller is executing and delivering this Patent Assignment;

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby agrees as follows:

1. Defined Terms. All capitalized terms used in this Patent Assignment without definition shall have the meanings assigned to them in the Asset Purchase Agreement.

2. Assignment of Patent. Seller hereby SELLS, CONVEYS, TRANSFERS, ASSIGNS AND DELIVERS unto Purchaser and its successors and assigns, forever, all right, title, and interest in the below listed patent used at any time by Seller or in any way related to the business of Seller. This includes all of Seller's right, title and interest in and to the patent, fees or royalties with respect to the patent, together with all past, present and future improvements, divisions, continuations, renewals, reissues, extensions and continuation-in-part of the same, examinations and re-examinations, any and all rights to foreign counterparts and rights to file foreign counterparts, and including without limitation (i) the right to sue for past, present and future infringement and damages therefor, (ii) licenses thereunder, and (iii) all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of the foregoing, all as presently existing or hereafter arising or acquired, including without limitation the patent described below:

Tonneau Cover Support for Truck Beds, Patent No. 5,887,934, Recorded March 30, 1999

(such rights and patent being collectively referred to as the "Assigned Patent"). By virtue of the assignment effectuated hereunder, Purchaser shall own and hold the Assigned Patent, for its own use and enjoyment, and for the use and enjoyment of its successors and assigns, to the end of the term or terms for which the Assigned Patent is granted or reissued, as fully and entirely as the same would have been held and enjoyed by Seller if this Patent Assignment had not been made.

3. Counterparts. This Patent Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one assignment.

4. Further Assurances. From time to time, as and when requested by Purchaser, Seller shall execute and deliver, or cause to be executed and delivered, such documents and instruments and shall take, or cause to be taken, such further or other actions as may be reasonably necessary to carry out the purposes of this Patent Assignment. From time to time, as and when requested by Purchaser, Seller shall provide such litigation support as necessary to prosecute and/or defend any intellectual property law claims of any type or nature arising from or in connection with, in whole or in part, the Assigned Patent including, without limitation, providing written statements and affidavits for use in litigation and providing live testimony at hearings, depositions, and trials; provided such actions do not require Seller to incur any out-of-pocket expenses not required to be paid by Seller under the Asset Purchase Agreement.

5. Non-circumvention Covenant. Seller acknowledges that one of the primary purposes of this Patent Assignment is to provide Purchaser with the exclusive commercial advantages and use by Purchaser in its business of the technology represented or implemented by and through the Assigned Patent, and Seller covenants not to circumvent this purpose or aid others to circumvent this purpose.

6. Seller's Representations and Warranties. The representations and warranties of Seller in Section 6.10 of the Asset Purchase Agreement are incorporated herein by reference for all purposes, and such representations and warranties shall survive the execution and delivery of this Patent Assignment in accordance with the terms of the Asset Purchase Agreement.

7. Governing Law. This Patent Assignment shall be governed and construed according to the laws of the State of Texas and/or the applicable laws of the United States relating to such assignments.

8. Successors and Assigns. This Patent Assignment shall bind Seller and its successors and assigns and inure to the benefit of Purchaser and its successors and assigns.

9. Descriptive Headings. The descriptive headings of the several paragraphs, subparagraphs and clauses of this Bill of Sale were inserted for convenience only and shall not be deemed to affect the meaning or construction of the provisions hereof.

IN WITNESS WHEREOF, Seller has executed and delivered this Patent Assignment as of the Effective Date.

SELLER:

TEXAS SADDLEBAGS INDUSTRIES, LTD., a
Texas limited partnership

By: TXSI, L.L.C.

By: *Rex G. Smith*
Name: Rex G. Smith
Title: Pres.

ACKNOWLEDGEMENTS

STATE OF TEXAS

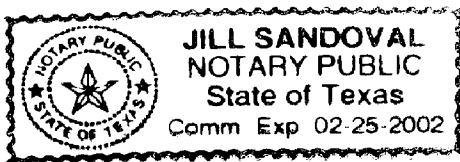
§

§

COUNTY OF TARRANT

§

This instrument was acknowledged before me on the 21st day of May, by
Rex G. Smith, Pres. of TXSI, L.L.C., general partner of
Texas Saddlebags Industries, Ltd., on behalf of the limited partnership.



Jill Sandoval
Notary Public, State of Texas
Notary's name (printed):

Notary's commission expires: