

10/28/04

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

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

1. Name of conveying party(ies):

April L. Hoy
Michele L. Martinez
Antony J. Aspland
Stanley V. Spate

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

2. Name and address of receiving party(ies)

Name: Bestop, Inc.

Internal Address:

Street Address: 2100 West Midway Boulevard

City: Broomfield State: CO Zip: 80020

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name
Other

Execution Date: October 22, 2004

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: 10-22-2004

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: W. Scott Carson, Esq.
Dorr, Carson, Sloan, Birney & Kramer, P.C.
Internal Address:

Street Address: 3010 East 6th Avenue

City: Denver State: CO Zip: 80206

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40

- Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

04-1414

DO NOT USE THIS SPACE

9. Signature.

W. Scott Carson - 27,292
Name of Person Signing

W. Scott Carson
Signature

October 28, 2004
Date

Total number of pages including cover sheet, attachments, and documents: 3

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

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02 FC:8021 40.00 OP

PATENT

REEL: 015956 FRAME: 0325

ASSIGNMENT

WHEREAS, we, April L. Hoy, Michele L. Martinez, Antony J. Aspland, and Stanley V. Spate, have invented certain new and useful improvements in a soft top for a sport utility vehicle for which an application for United States Letters Patent entitled SOFT TOP FOR A SPORT UTILITY was executed concurrently herewith by us, which application can be further identified by Dorr, Carson, Sloan, Birney & Kramer, P.C. Docket No. 2060/89(a); and,

WHEREAS, Bestop, Inc., a Delaware corporation, with a place of business at 2100 West Midway Boulevard, Broomfield, Colorado 80020, is desirous of acquiring the entire right, title, and interest in and to said invention and in and to any Letters Patent that may be granted therefor in the United States and in any and all foreign countries.

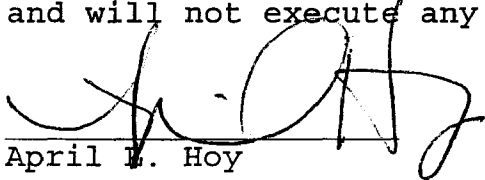
NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) paid to us, the receipt thereof is hereby acknowledged, and other good and valuable consideration, we do sell, assign, and transfer to Bestop, Inc., its successors, legal representatives, and assigns all right, title and interest in and to said invention in the United States and its territorial possessions and in all foreign countries and in all provisional, nonprovisional, regular, division, continuation, continuation-in-part, substitution, reexamination, reissue, and any other extension applications thereof and all Letters Patent that may issue thereon.

We hereby authorize and request the Patent and Trademark Office officials in the United States and any and all foreign countries to issue any and all of said Letters Patents when granted to Bestop, Inc. as the assignee of the entire right, title, and interest in and to the same, for the use and enjoyment of Bestop, Inc., its successors, legal representatives, and assigns.

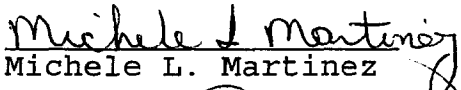
Further, we agree that we will communicate to Bestop, Inc., or its representatives all facts known to us in regard to said invention, and testify in any legal proceedings, sign all lawful papers, execute all provisional, nonprovisional, regular, division, continuation, continuation-in-part, substitution, reissue,

reexamination, and any other extension applications, execute all necessary assignment papers to cause any and all of said Letters Patent to be issued to Bestop, Inc., make all rightful oaths, and generally do everything necessary or desirable to aid Bestop, Inc., its successors, legal representative, and assigns to obtain and enforce proper protection for said invention in the United States and in any foreign countries.

We hereby covenant that we have full right to convey the rights, titles, and interests assigned herein and that we have not executed and will not execute any agreement in conflict with this Assignment.


April L. Hoy

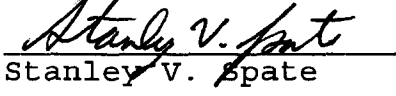
10/22/04
Date


Michele L. Martinez

10/22/04
Date


Antony J. Aspland

10/22/04
Date


Stanley V. Spate

10/22/04
Date