

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CDL Enterprises, Ltd.	05/25/2012
RECEIVING PARTY DATA	
Name:	Tucker-Rocky Corporation, Inc.
Street Address:	103 Foulk Road, Suite 202
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19803
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7255252
Patent Number:	D476154
Patent Number:	D615021
CORRESPONDENCE DATA	
Fax Number:	(214)999-3623
Phone:	2149994487
Email:	jfulmer@gardere.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Gardere Wynne Sewell, LLP/Jason Fulmer
Address Line 1:	1601 Elm Street, Suite 3000
Address Line 4:	Dallas, TEXAS 75201
ATTORNEY DOCKET NUMBER:	124340-4088
NAME OF SUBMITTER:	Jason R. Fulmer
Total Attachments: 6 source=1Temp2#page1.tif	

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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "*Assignment*") effective as of 12:01 a.m. May 25, 2012 (the "*Effective Date*"), is by and between CDL ENTERPRISES, LTD., a California corporation having an address of 1431 Sea Ridge Drive, Newport Beach, CA 92660 ("*CDL*") ("*Assignor*"), and TUCKER-ROCKY CORPORATION, INC., a Delaware corporation having an address of 103 Foulk Road, Suite 202, Wilmington, Delaware 19803 ("*Assignee*"). Assignor and Assignee are sometimes referenced collectively as the "*Parties*".

RECITALS

WHEREAS, Assignor is the owner of all right, title and interest in and to the patents and corresponding inventions disclosed therein as listed in EXHIBIT A attached hereto and incorporated herein by reference (the "*Patents*");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of 5/4/12 (the "*Purchase Agreement*"), pursuant to which Assignee purchased from Assignor various assets, including the Patents, and pursuant to which Assignor agreed to transfer to Assignee all right, title and interest in and to the Patents.

NOW, THEREFORE, pursuant to the Purchase Agreement, in consideration of the premises, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. ASSIGNMENT.

Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee, its successors, and assigns, all of Assignor's rights, title, and interest in, to, and under, the Patents, including all divisions, reissues, reexaminations, continuations, continuations-in-part, renewals, and extensions thereof, and all patents or similar legal protection issuing thereon, and in and to all income, royalties, damages, claims, and payments now or hereafter due or payable with respect to any of the foregoing, and in and to all causes of action, either at law or in equity, for past, present, or future infringement of any of the foregoing, and in and to all rights corresponding to the foregoing throughout the world. Assignor, for itself and its successors and assigns, covenants and agrees to warrant and defend the transfer, assignment and conveyance of the Patents and the rights assigned herein to Assignee and its successors and assigns against all claims and demands.

2. RECORDALS/FURTHER ASSURANCES.

Assignee shall record this Assignment with the U.S. Patent and Trademark Office and the Canadian Intellectual Property Office. Assignor shall execute and deliver to Assignee all such further instruments, assignments, assurances and other documents, and perform such other acts, as Assignee may reasonably request or as may be necessary to more fully assign and convey to and vest in Assignee the rights herein assigned.

3. ORIGINALS/COUNTERPARTS.

This Assignment may be executed by facsimile signature in multiple counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representative as of the Effective Date.

[The remainder of this page left blank; signature pages follow]

ASSIGNOR:

CDL ENTERPRISES, LTD.

Date: _____

By: *[Signature]*

Printed Name: TERRY LOVETT

Title: PRESIDENT

THE STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2012.

[SEAL]

NOTARY PUBLIC,
STATE OF _____

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

Signature of Document Signer No. 1 _____

Signature of Document Signer No. 2 (if any) _____

State of California
 County of ORANGE

Subscribed and sworn to (or affirmed) before me
 on this 15 day of MAY, 2012
Date Month Year

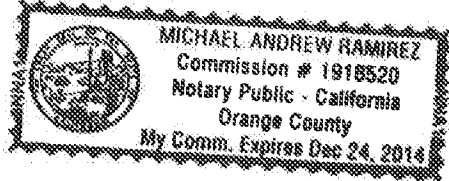
by
 (1) TERRY E. LOVETT, Assignor
Name of Signer
CDL ENTERPRISES, LTD
 proved to me on the basis of satisfactory evidence
 to be the person who appeared before me (.) (.)

(and

(2) _____
Name of Signer

proved to me on the basis of satisfactory evidence
 to be the person who appeared before me.)

Signature _____
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: PATENT ASSIGNMENT

Document Date: MAY 25, 2012 Number of Pages: 5

Signer(s) Other Than Named Above: NO OTHER SIGNERS

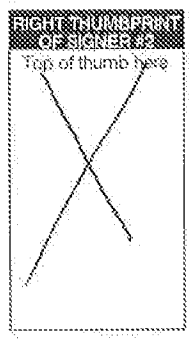
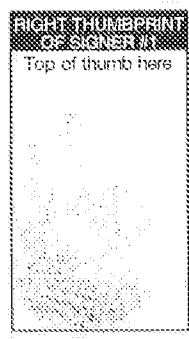


EXHIBIT A

Issued Patents

Country	Patent Number	Title	Filing Date	Issue Date	Status	Record owner
U.S.	7255252	Motorcycle Bag	4-26-2002	8-14-2007	Issued	Terry Lovett
U.S.	D615021 (Design)	Bag for a Motorcycle Windshield	3-31-2009	5-4-2010	Issued	Terry Lovett
U.S.	D476154 (Design)	Travel Bag with Wheels	9-3-2002	6-24-2003	Issued	Terry Lovett
Canada	2425216	Motorcycle Bag	4-11-2003	8-16-2011	Issued	Terry Lovett