

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Champion Corporation	07/20/2012
RECEIVING PARTY DATA	
Name:	Timberland Equipment Limited
Street Address:	459 Industrial Avenue
City:	Woodstock, Ontario
State/Country:	CANADA
Postal Code:	N4S 7J3
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	4385862
Patent Number:	5193785
Patent Number:	5209457
Patent Number:	5232205
Patent Number:	5516080
Patent Number:	5895197
Patent Number:	6948701
CORRESPONDENCE DATA	
Fax Number:	3172371000
Phone:	317-237-1000
Email:	lisa.schodrowski@faegrebd.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:	Jessica L. Van Dalen
Address Line 1:	Faegre Baker & Faegre LLP
Address Line 2:	300 North Meridian Street, Ste. 2700
Address Line 4:	Indianapolis, INDIANA 46204

CH \$280.00 4385862

PATENT

ATTORNEY DOCKET NUMBER:	TEL
NAME OF SUBMITTER:	Jessica L. Van Dalen
Total Attachments: 5 source=IP Assignment (with Schedules) (2)#page1.tif source=IP Assignment (with Schedules) (2)#page2.tif source=IP Assignment (with Schedules) (2)#page3.tif source=IP Assignment (with Schedules) (2)#page4.tif source=IP Assignment (with Schedules) (2)#page5.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

WHEREAS, Champion Corporation, an Indiana corporation ("Assignor"), has adopted and is using or intends to use various inventions, patents, trademarks, works of authorship, copyrights, and domain names ("Intellectual Property"), all of which is more fully defined below; and

WHEREAS, Timberland Equipment Limited, a corporation organized under the laws of Ontario ("Assignee"), desires to acquire all right, title, and interest to the Intellectual Property pursuant to that certain Asset Purchase Agreement dated as of July 20, 2012 (the "Asset Purchase Agreement"), among Assignor, Assignee, and L. Paul Knoerzer;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Patents

Assignor hereby grants, conveys, and assigns to Assignee, all of Assignor's right, title, and interest in and to all of its now owned or existing U.S. and foreign patents and patent applications including, without limitation, the inventions and improvements described and claimed therein, together with and including all licenses held by Assignor, all of which are listed on Schedule A attached hereto ("Patents"), and the reissues, divisions, continuations, renewals, extensions, continuations-in-part, and improvements of the Patents.

2. Assignment of Trademarks

Assignor hereby grants, conveys, and assigns to Assignee, all of Assignor's right, title, and interest in and to all of its now owned or existing trademarks and service marks, whether U.S. or foreign, at common law, registered, or the subject of pending applications, together with and including all licenses held by Assignor, all of which are listed on Schedule B attached hereto ("Trademarks"), and the goodwill of the business symbolized in the Trademarks, and their registrations or pending applications thereof. This Assignment includes all agreements, licenses, and/or assignments related to the use of some or all of the Trademarks.

3. Assignment of Copyrights

Assignor hereby grants, conveys and assigns to Assignee, all of Assignor's right, title and interest in and to all of its now owned or existing published and unpublished works of authorship, including but not limited to all copyrights, vested and contingent therein, together with and including all licenses held by Assignor ("Copyrights"), and the exclusive worldwide right to administer and exploit all rights in and to the Copyrights. This Assignment includes all agreements, licenses, and/or assignments related to the use of some or all of the Copyrights.

INTELLECTUAL PROPERTY ASSIGNMENT

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**PATENT
REEL: 028655 FRAME: 0371**

4. Assignment of Works in Progress

Assignor hereby grants to Assignee, all of Assignor's right, title, and interest in and to all design specifications, designs, know-how, trade secrets, improvements, formulae, other general intangibles and similar assets and inventions conceived and/or reduced to practice but not listed on Schedule A, and all right, title, and interest in and to all trademarks and service marks which have been adopted and/or used, together with the goodwill of the business symbolized by those trademarks and service marks not listed on Schedule B, and all right, title and interest in and to all works of authorship currently being developed by or for Assignor. To the extent not already conveyed pursuant to paragraphs 2 and 3, this Assignment additionally includes all trade names, trade dress, labels and other trade rights, whether or not registered, all computer programs, software, manuals and related rights, agreements, licenses, and/or assignments.

5. Domain Name Transfer

Assignor hereby grants to Assignee, all of Assignor's right, title, and interest in and to Assignor's URLs, internet addresses, and domain names (the "Domain Names"), including, without limitation, all trademark rights and goodwill in the Domain Names. Upon execution of this Assignment, Assignor shall transfer administrative control of the Domain Names to Assignor through the administrative processing by the registrar of Assignee's choice.

6. Asset Purchase Agreement

This Assignment is intended to evidence the consummation of the transactions contemplated by the Asset Purchase Agreement. With respect to the rights, liabilities and obligations assigned pursuant to this Assignment, Assignor shall indemnify and hold Assignee harmless in the manner set forth in the Asset Purchase Agreement. This Assignment is made without representation and warranty except as provided in and by the Asset Purchase Agreement. This Assignment is in all respects subject to the provisions of the Asset Purchase Agreement and is not intended in any way to supersede, limit, or qualify any provision of the Asset Purchase Agreement.

7. Income, Royalties, Infringements

Assignor grants, conveys and assigns to Assignee all income, royalties, damages, and payments now and hereafter due and/or payable under and with respect to the Intellectual Property, including, without limitation, damages and payments for past or future infringements thereof; and the right to sue and recover for past, present, and future infringements of the Intellectual Property. Nothing in this Paragraph shall be construed in such a manner as to be assignment of any accounts receivable considered Excluded Assets pursuant to Section 1.2 of the Asset Purchase Agreement.

8. Additional Documents

Assignor further agrees to sign any and all papers that may be required to effectuate this Assignment, and hereby irrevocably authorizes Assignee and its representatives to take such actions and make, sign, execute, acknowledge and deliver all such documents as may from time to time be necessary to secure the renewals and extensions of the Intellectual Property.

IN WITNESS WHEREOF, this Assignment is executed this 20 day of July 2012
2012.

CHAMPION CORPORATION,
an Indiana corporation

By: [Signature]

Name (Print): L. Paul Knowlton

:

President

Title

STATE OF Indiana)

COUNTY OF Lake)

SS:

On this 20 day of July, 2012, before me appeared [Signature]
the person who signed this instrument, who acknowledged that he/s he signed it as a free act on
behalf of the above-identified corporation and with authority to do so.

[Signature]
Notary Public

My

LINDA C Clapp
Name (Print)

Commission Expires: 8/17/14

My County of Residence: Lake

INTELLECTUAL PROPERTY ASSIGNMENT

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PATENT

REEL: 028655 FRAME: 0373

Schedule A

Patents and Patent Applications:

U.S. Patents

Patent No.	Owner	Encumbrances
4,385,862	Arthur K. McVaugh	None
5,193,785	Arthur K. McVaugh	None
5,209,457	Arthur K. McVaugh	None
5,232,205	Arthur K. McVaugh	None
5,516,080	Arthur K. McVaugh	None
5,895,197	Ok Champion Corp.	None
6,948,701	American Chartered Bank	Lien – American Chartered Bank, 9561 W. 171 st Street, Tinley Park, Illinois 60487 (Assignor: Champion Corporation)

Canadian Patents

Patent No.	Owner	Encumbrances
CA2,025,843	Arthur K. McVaugh	None
CA2,143,728	Arthur K. McVaugh	None
CA2,235,715	Ok Champion Corporation	None
CA2,344,957	Champion Corporation	None
CA2,344,961	Champion Corporation	None
CA2,357,722	Ok Champion Corporation	This patent corresponds to U.S. Patent No. 6,948,701 and, therefore, may also have a lien on it.

INTELLECTUAL PROPERTY ASSIGNMENT

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Schedule B

Trademarks and Trademark Applications:

U.S. Trademarks		
Trademark / Registration No.	Owner	Encumbrances
OK CHAMPION / 2,635,015	Champion Corporation	None
OK CHAMPION (stylized) / 1,668,248	Champion Corporation	None

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RECORDED: 07/27/2012

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