

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT2578464

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
APPLIED PRODUCTS, INC.	10/11/2013
RECEIVING PARTY DATA	
Name:	RETRAX HOLDINGS, LLC
Street Address:	917 S 46TH ST
City:	GRAND FORKS
State/Country:	NORTH DAKOTA
Postal Code:	58201
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6848734
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	KIRKLAND & ELLIS LLP
Address Line 1:	300 N. LASALLE
Address Line 2:	C/O ROB SONESON, LEGAL ASSISTANT
Address Line 4:	CHICAGO, ILLINOIS 60654
ATTORNEY DOCKET NUMBER:	40462-100
NAME OF SUBMITTER:	ROB SONESON
Signature:	/rsoneson/
Date:	10/15/2013

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**Total Attachments: 4**

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**PATENT ASSIGNMENT**

This PATENT ASSIGNMENT ("Assignment") is entered into as of October 11, 2013, by Applied Products, Inc., a North Dakota corporation ("Assignor") in favor of Retrax Holdings, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the patent identified and set forth on Schedule A attached hereto (the "Patent");

WHEREAS, Assignor and Assignee, are parties to that certain Real Estate and Asset Purchase Agreement dated October 11, 2013 (the "Purchase Agreement") pursuant to which Assignor has sold, and Assignee has purchased, certain assets of Assignor, including, without limitation, the Patent; and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all worldwide right, title and interest in and to the Patent.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby agrees:

1. Assignor hereby irrevocably sells, conveys, assigns, transfers, delivers and sets over to Assignee, free and clear of any and all liens and encumbrances, the entire right, title and interest in, to and under the Patent for the United States and for all foreign countries, including, without limitation, the inventions and improvements described and claimed therein, all reissuances, revisions, divisionals, continuations, extensions, continuations-in-part and counterparts thereof and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto throughout the world.
2. Assignor shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as Assignee or any such other person or entity may reasonably request (including, without limitation, execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required) in connection with: (1) the preparation of any application for the filing of any patents related to the Patent; (2) the prosecution or defense of any infringement or other proceedings that may arise in connection with the Patent including, but not limited to, testifying as to any facts relating to the Patent assigned herein and this Assignment; (3) obtaining any additional protection for the Patent that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United

States, foreign countries and multinational authorities; and (4) effectuating and implementing this Assignment.

3. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware.
4. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
5. This Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Patent.

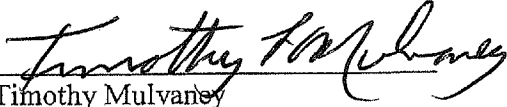
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**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

**APPLIED PRODUCTS, INC.**

By:   
Name: Timothy Mulvaney  
Title: President

**Schedule A**  
**to Patent Assignment**

<b>Title</b>	<b>Applic. No./ Filing Date</b>	<b>Patent No./ Issue Date</b>	<b>Current Owner</b>
SEALING MECHANISM FOR TRUCK BOX COVER DEVICE	10/447,727 5/23/2003	6848734 2/1/2005	Applied Products, Inc.