503514803 10/08/2015 PATENT ASSIGNMENT COVER SHEET

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| SUBMISSION TYPE: NATURE OF CONVEYANCE: | | NEW ASSIGNMENT | NEW ASSIGNMENT | | | |
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| | | ASSIGNMENT | | | | |
| CONVEYING PARTY | DATA | | | | | |
| | | Name | Execution Date | | | |
| JOHN CHENG | | | 06/02/2015 | | | |
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| RECEIVING PARTY D | | 10 | | | | |
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| | S Total: 5 | | | | | |
| Property Type | | Number | 7 | | | |
| Patent Number: | | 663125 | _ | | | |
| Patent Number: | | 112315 | _ | | | |
| Patent Number: | | 646613 | - | | | |
| Patent Number: | | 039520 | _ | | | |
| Patent Number: | | 484087 | _ | | | |
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| CORRESPONDENCE | DATA | | | | | |
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| ATTORNEY DOCKET I | NUMBER: | 144236.00021 | | | | |
| NAME OF SUBMITTER | ł: | CATHERINE LANGLAIS | CATHERINE LANGLAIS | | | |
| SIGNATURE: | | /Catherine Langlais/ | /Catherine Langlais/ | | | |
| DATE SIGNED: | | 10/08/2015 | | | | |
| Fotal Attachments: 4 | | • | | | | |
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PATENT ASSIGNMENT

This PATENT ASSIGNMENT ("Assignment") dated as of June 1, 2015 (the "Effective <u>Date</u>") is made by and between John Cheng, ("Assignor") and Pilot, Inc., a California corporation with an office at 13000 Temple Avenue, City of Industry, Los Angeles County, CA 91746 ("Assignee").

WHEREAS, Assignor is the owner of the issued patents and pending patent applications listed in <u>Schedule 1</u> attached hereto; and

WHEREAS, Assignee wishes to purchase, and Assignor is willing to sell, assign, convey, and transfer to Assignee, all right, title and interest in and to each such issued patents and pending patent applications listed in <u>Schedule 1</u>, each invention described therein, and all related and corresponding rights in any jurisdiction in the world (collectively, the "<u>Patents</u>") on the following terms and conditions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignment. Assignor hereby irrevocably sells, assigns and transfers to Assignce, 1. its successors and assigns, and Assignee hereby accepts the sale, assignment and transfer from Assignor of all of Assignor's right, title and interest throughout the world in and to: (i) the Patents, any related or corresponding United States provisional or non-provisional application embodying the inventions described in the Patents or any other United States application claiming priority to a provisional application under 35 U.S.C. § 119(e) or converted therefrom, or any application claiming the benefit of a non-provisional application under 35 U.S.C. §120, including all divisionals, continuations, continuations-in-part, reissues and reexaminations thereof and all patents that may be granted thereon, including any other counterparts thereto worldwide, patents of addition, utility models, inventors' certificates, industrial property projection, patent rights and right to claim priority thereto in any country, and all extensions and renewals thereof existing now or in the future, including, without limitation, all applications for patents, utility models and designs that may hereafter be filed for in any country or countries other than the United States, together with the right to file such applications under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and all forms of industrial property protection, including without limitation, patents, utility models, inventors' certificates and designs, which may be granted in any country or countries foreign to the United States and all extensions, renewals and reissues therefor existing now or in the future and any licenses or sublicenses pertaining to the Patents (with the Patents, collectively, the "Patent Property"), and (ii) all claims, demands, income, damages, royalties, and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any infringement of any of the Patents or Patent Property prior to, on, or after the date of this Assignment, together with the right to prosecute such claims, demands, and rights of action in Assignce's own name. Assignor hereby covenants and agrees that it has the full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

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2. <u>Authorization</u>. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

3. Further Assurances. Assignor will promptly communicate to the Assignee, its successors, legal representatives and assigns, any facts known to it respecting the Patent Property, testify in any legal proceeding relating to the Patent Property, execute or cause its current or former employees or contractors to execute, as applicable, all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything reasonably possible to aid the Assignee or its successors, legal representatives and assigns, to obtain and enforce proper protection for the Patent Property in all countries and to record Assignee as owner of the Patent Property, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives. The cost of recording and registering ownership rights in the Patent Property shall be borne solely by Assignee, its successors and assigns.

4. <u>General</u>. This Assignment and the schedules hereto constitute the entire understanding and agreement of the parties with respect to the subject matter hereof and supersede any and all written or oral, prior or contemporaneous understandings and agreements. This Assignment may only be amended by written agreement of the parties. This Assignment may be executed and delivered by facsimile or portable document format in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This Assignment shall be binding upon the parties, their heirs, successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith.

[Signature page follows.]

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IN WITNESS WHEREOF, the parties have duly executed this Assignment the date first above written.

JOHN CHENG

State of

By: John Cheng

PILOT, INC. 8v: -24

Name: <u>Michael Du</u> Title: <u>Chief Financial Officer</u> Date: <u>June 2, 2015</u>

Tille:

County of

Personally appeared before me the above-named _______ to me personally known, who signed the foregoing PATENT ASSIGNMENT in my presence on the date thereof and acknowledged the same to be his/her voluntary act and deed.

Notary Public

My commission to expire on

Signature Page to Chang Patent Assignment 59484017.1

SCHEDULE 1

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PATENTS

| Title | Application Number and Date | Owner | Registratio n Number and Date | Country |
|---|------------------------------------|----------------------------------|-------------------------------------|---------|
| Vehicle bolt-on adjustable side step | 10/075,665 February 15, 2002 | John Cheng | 6,663,125 December 16, 2003 | US |
| Box hitch receiver lock | 09/448,460 November 24, 1999 | John Cheng, Calvin Wang | 6,412,315 July 2, 2002 | US |
| Vehicle antenna light | 10/104,314 March 25, 2002 | J. Cheng | 6,646,613 November 11, 2003 | US |
| Vehicle air-vent attached container | D/112,485 October 19, 1999 | John Cheng, Calvin Wang | D484,087 December 23, 2003 | US |
| Truck bed tie down anchor cleat | 09/003,109 January 6, 1998 | John Cheng, Calvin Wang | 6,039,520 March 21, 2000 | US |
| Truck bed tie down anchor cleat | 09/003,109 January 6, 1998 | John Cheng | 6,039,520 March 21, 2000 | US |

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