# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3733689

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
XL SPECIALIZED TRAILERS, INC.	02/03/2016

### **RECEIVING PARTY DATA**

Name:	BULL MOOSE HEAVY HAUL, INC.
Street Address:	1819 CLARKSON ROAD
Internal Address:	SUITE 100
City:	CHESTERFIELD
State/Country:	MISSOURI
Postal Code:	63017

## **PROPERTY NUMBERS Total: 4**

Property Type	Number	
Patent Number:	6182995	
Patent Number:	7207587	
Patent Number:	7628418	
Application Number:	14033164	

### **CORRESPONDENCE DATA**

**Fax Number:** (314)862-4656

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 8164748100

**Email:** sfbbaction@spencerfane.com

Correspondent Name: SPENCER FANE LLP

Address Line 1: 1 NORTH BRENTWOOD BLVD

Address Line 2: SUITE 1000

Address Line 4: ST LOUIS, MISSOURI 63105

Tatal Attaches 5	
DATE SIGNED:	02/11/2016
SIGNATURE:	/Glenn K. Robbins II/
NAME OF SUBMITTER:	GLENN K. ROBBINS II
ATTORNEY DOCKET NUMBER:	5024441-3

Total Attachments: 5

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# INTELLECTUAL PROPERTY ASSET ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (the "IP Assignment") is made and entered into effective as of February 3, 2016, ("Effective Date"), by and between XL Specialized Trailers, Inc. ("Assignor"), a Delaware corporation, and Bull Moose Heavy Haul, Inc. ("Assignee"), a Missouri corporation.

This Assignment supplements and implements the Asset Purchase Agreement between Assignor and Assignee dated February 3, 2016 (the "Asset Purchase Agreement") as it regards the assignment of all of Assignor's right, title, and interest in and to the Intellectual Property Assets. All capitalized terms used and not otherwise defined herein will have the meanings ascribed to them in the Asset Purchase Agreement.

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor has agreed to convey, transfer and assign to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment;

NOW THEREFORE, the parties agree as follows:

- 1. Assignment. Assignor, for good and valuable consideration, as set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged and agreed, hereby grants, bargains, sells, conveys, assigns, releases, transfers and delivers to Assignee, its successors and assigns, absolutely to have and to hold the same forever, all of Assignor's right, title and interest in and to the Intellectual Property Assets included in the Purchased Assets and to the goodwill of the business symbolized thereby (the "Assigned IP"), and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Assigned IP. Furthermore, Assignor specifically assigns to Assignee all rights to any Action relating to the Assigned IP, whether such Action arises in the future or has accrued in the past, including all rights to sue for and to receive and recover all profits and damages accruing from an infringement or misappropriation prior to the Effective Date as well as the right to grant releases for past infringements.
- 2. <u>Recordation and Further Actions</u>. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such reasonable cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto, and to record the intellectual property assets listed in Schedule A with the appropriate administrative agency.
- 3. <u>Terms of the Purchase Agreement</u>. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be expanded, limited or superseded hereby but shall remain in full force and effect to the full extent provided therein. In

the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

- 4. <u>Counterparts</u>. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.
- 5. <u>Successors and Assigns</u>. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law</u>. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature Page Follows]

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IN WITNESS WHEREOF, the undersigned Assignor has executed this Intellectual Property Asset Assignment.

XL SPECIALIZED TRAILERS, INC.

By: Jawa Tawa Name: Steve Fajrbanks

Title: President

BULL MOOSE HEAVY HAUL, INC.

By: \_\_\_\_\_\_Name: Michael Blatz By: \_\_\_\_

Title: President

IN WITNESS WHEREOF, the undersigned Assignor has executed this Intellectual Property Asset Assignment.

XL SPECIALIZED	TRAILERS,	INC.

By: \_\_\_\_\_ Name: Steve Fairbanks

Title: President

BULL MOOSE HEAVY HAUL, INC.

By: Michael Name: Michael Title: President

# **SCHEDULE A**

Mark	Registration Number
THE CHEATER	3,650,656
TOWERMATE	3,583,123
BLADEMATE	3,716,370
XL SPECIALIZED TRAILERS and Design	4,209,516

Patent No.	Title	Date of Patent
U.S. 6,182,995	EXTENDABLE SEMI-TRAILER	February 6, 2001
Canada 2,228,535	EXTENDABLE SEMI-TRAILER	December 16, 2008
U.S. 7,207,587	REMOTE CONTROLLED HYDRAULIC GOOSENECK FOR TRACTOR TRAILERS	April 24, 2007
U.S. 7,628,418	LOW PROFILE LARGE CYLINDRICAL OBJECTS	December 8, 2009 (Expired)
Pub. No. U.S. 2015/0084314	SUPPORT MEMBER FOR A TRAILER	

Domain Name	Registrar	Creation Date	Expiration Date
xlspecializedtrailer.com	Network Solutions, LLC	May 11, 2001	May 11, 2016

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