# 504514315 08/22/2017

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4561020

SUBMISSION TYPE:		NEW ASSIGNMENT						
NATURE OF CONVEYANCE:		ASSIGNMENT						
CONVEYING PARTY	DATA							
		Name	Execution Date					
SHORMA COMPANY			12/19/2016					
RECEIVING PARTY D	ΑΤΑ							
Name:	SHUR-CC	IUR-CO, LLC						
Street Address:	2309 SHU	309 SHUR-LOK ST.						
Internal Address:	PO BOX 7	PO BOX 713						
City:	YANKTON	YANKTON						
State/Country:	SOUTH D	SOUTH DAKOTA						
Postal Code:	57078	57078						
PROPERTY NUMBER	IS Total: 5							
Property Type		Number						
Patent Number: 814		41498						
Patent Number: 7823		23515						
Patent Number: 7967		67363						
Patent Number: 8826		26827						
		69711						
using a fax number, i	(61 be sent to th if provided; if	2)977-8650 <b>e e-mail address first; if that is u</b> f <b>that is unsuccessful, it will be s</b>						
Phone:		2-977-8400						
Email: Correspondent Name	•	⊉briggs.com IGGS AND MORGAN, P.A.						
Address Line 1:		SOUTH 8TH STREET						
Address Line 2:	220	00 IDS CENTER						
Address Line 4:	MI	NNEAPOLIS, MINNESOTA 55402						
ATTORNEY DOCKET NUMBER:		38237.9						
NAME OF SUBMITTER:		AUDREY J. BABCOCK						
NAME OF SUBMITTEF	1.							
NAME OF SUBMITTEF SIGNATURE:	1.	/Audrey J. Babcock/						

#### **Total Attachments: 29**

source=Shur-Co LLC Bill of Sale and Redacted Purchase Agmt#page1.tif source=Shur-Co LLC Bill of Sale and Redacted Purchase Agmt#page2.tif source=Shur-Co LLC Bill of Sale and Redacted Purchase Agmt#page3.tif source=Shur-Co LLC Bill of Sale and Redacted Purchase Agmt#page4.tif source=Shur-Co LLC Bill of Sale and Redacted Purchase Agmt#page5.tif source=Shur-Co LLC Bill of Sale and Redacted Purchase Agmt#page6.tif source=Shur-Co LLC Bill of Sale and Redacted Purchase Agmt#page7.tif source=Shur-Co LLC Bill of Sale and Redacted Purchase Agmt#page8.tif source=Shur-Co LLC Bill of Sale and Redacted Purchase Agmt#page9.tif source=Shur-Co LLC Bill of Sale and Redacted Purchase Agmt#page10.tif source=Shur-Co LLC Bill of Sale and Redacted Purchase Agmt#page11.tif source=Shur-Co LLC Bill of Sale and Redacted Purchase Agmt#page12.tif source=Shur-Co LLC Bill of Sale and Redacted Purchase Agmt#page13.tif source=Shur-Co LLC Bill of Sale and Redacted Purchase Agmt#page14.tif source=Shur-Co LLC Bill of Sale and Redacted Purchase Agmt#page15.tif source=Shur-Co LLC Bill of Sale and Redacted Purchase Agmt#page16.tif source=Shur-Co LLC Bill of Sale and Redacted Purchase Agmt#page17.tif source=Shur-Co LLC Bill of Sale and Redacted Purchase Agmt#page18.tif source=Shur-Co LLC Bill of Sale and Redacted Purchase Agmt#page19.tif source=Shur-Co LLC Bill of Sale and Redacted Purchase Agmt#page20.tif source=Shur-Co LLC Bill of Sale and Redacted Purchase Agmt#page21.tif source=Shur-Co LLC Bill of Sale and Redacted Purchase Agmt#page22.tif source=Shur-Co LLC Bill of Sale and Redacted Purchase Agmt#page23.tif source=Shur-Co LLC Bill of Sale and Redacted Purchase Agmt#page24.tif source=Shur-Co LLC Bill of Sale and Redacted Purchase Agmt#page25.tif source=Shur-Co LLC Bill of Sale and Redacted Purchase Agmt#page26.tif source=Shur-Co LLC Bill of Sale and Redacted Purchase Agmt#page27.tif source=Shur-Co LLC Bill of Sale and Redacted Purchase Agmt#page28.tif source=Shur-Co LLC Bill of Sale and Redacted Purchase Agmt#page29.tif

# BILL OF SALE

THIS BILL OF SALE is given this 14th day of December, 2016 by Rush Company, Inc., a South Dakota corporation ("Rush Co"), Shorma Company, a South Dakota corporation ("Shorma Co"), and Strategic Rail Systems Company, a South Dakota corporation (collectively with Rush Co and Shorma Co, "Sellers" and each individually, a "Seller"), to Shur-Co, LLC, a South Dakota limited liability company ("Buyer").

WHEREAS, Buyer and Sellers have entered into an Asset Purchase Agreement, dated as of the date hereof (the "Asset Purchase Agreement"), pursuant to which Sellers have agreed to, among other things, sell, transfer, convey, assign and deliver to Buyer, and Buyer has agreed to purchase from Sellers, the Acquired Assets and Inventory as described and defined in the Asset Purchase Agreement. This Bill of Sale is being delivered pursuant to, and all capitalized terms not defined herein shall have the meanings ascribed to them in, the Asset Purchase Agreement,

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged:

1. Each Seller hereby irrevocably sells, transfers, conveys, assigns and delivers to Buyer free and clear of all Liens, all of such Seller's right, title and interest in, to and under the Acquired Assets and Inventory, to have and to hold the same, unto Buyer, its successors and assigns, forever. Buyer hereby accepts the sale, transfer, conveyance, assignment and delivery of the Acquired Assets and Inventory.

At any time or from time to time after the date hereof, at Buyer's request and 2.without further consideration, Sellers shall execute and deliver to Buyer such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as Buyer may reasonably deem necessary or desirable to transfer, convey and assign more effectively to Buyer, and to confirm Buyer's title to, all of the Acquired Assets and Inventory and, to the fullest extent permitted by law, to put Buyer in actual possession and operating control of the Acquired Assets and Inventory and to assist Buyer in exercising all rights with respect thereto.

Each Seller hereby constitutes and appoints Buyer the true and lawful attorney of 3. such Seller, with full power of substitution, in the name of such Seller or Buyer, but on behalf of and for the benefit of Buyer: (a) to demand and receive from time to time any and all of the Acquired Assets and Inventory and to make endorsements and give receipts and releases for and in respect of the same and any part thereof, (b) to institute, prosecute, compromise and settle any and all actions or proceedings that Buyer may deem proper to collect, assert or enforce any claim, right or title of any kind in or to the Acquired Assets and Inventory, (c) to defend or compromise any or all actions or proceedings in respect of any of the Acquired Assets and Inventory, and (d) to do all such acts and things in relation to the matters set forth in the preceding clauses (a) through (c) as Buyer shall deem desirable. Each Seller hereby acknowledges that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by it in any manner or for any reason.

4. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of South Dakota applicable to a contract executed and performed in such state without giving effect to the conflicts of laws principles thereof, except that if it is necessary in any other jurisdiction to have the law of such other jurisdiction govern this Bill of Sale for this Bill of Sale to be effective in any respect, then the laws of such other jurisdiction shall govern this Bill of Sale to such extent. All of the terms and provisions of this Bill of Sale are binding upon and inure to the benefit of Buyer and Sellers and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Sellers have caused its duly authorized officer to execute this Bill of Sale on the day and year first above written.

RUSH COMPANY, INC.

By: William Shorma Its: Rresident CCG エンド

SHORMA COMPANY

By: William Shorma Its: President CEO. UK



TAL

By: William Shorma Its: President C.C. 万一

[SIGNATURE PAGE TO BILL OF SALE]

#### PURCHASE AGREEMENT

This Asset Purchase Agreement (*Agreement*) is made on December 14, 2016, between Rush Company, Inc., a South Dakota corporation, and Shorma Company, a South Dakota corporation (*Shorma Co.*), (collectively, *Seller* or *Sellers*), and Shur-Co, LLC, a South Dakota limited liability company (*Buyer*).

#### BACKGROUND

The parties acknowledge that:

Seller is engaged in the business of manufacturing custom fabric solutions for rail (*Business*); and

Seller desires to sell to Buyer and Buyer desires to purchase from Seller, on the terms and subject to the conditions of this Agreement, the Acquired Assets.

The parties therefore agree as follows.

#### ARTICLE ONE Purchase and Sale of the Acquired Assets

#### Section 1.01 Purchase and Sale

Subject to the terms of this Agreement, Seller hereby sells to Buyer, and Buyer purchases from Seller, the Acquired Assets and Inventory free and clear of any Liens. The closing of the purchase and sale of the Acquired Assets and Inventory (*Closing*) will take place at the Seller's offices in Springfield, SD on the date hereof (*Closing Date*).







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Asset Purchase Agreement Page 4



> PATENT REEL: 043636 FRAME: 0785

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Asset Purchase Agreement Page 9







#### Section 7.03

**Entire Agreement** 

This Agreement constitutes the sole and entire agreement of its parties with respect to the Agreement's subject matter. This Agreement supersedes all prior and contemporaneous understandings, agreements, representations, and warranties—both written and oral—with respect to the subject matter. As between or among the parties, no oral statements or prior written material not specifically incorporated herein shall be of any force and effect. The parties specifically acknowledge that, in entering into and executing this Agreement, each is relying solely upon the representations and agreements contained in this Agreement and no others.

Asset Purchase Agreement Page 12

#### Section 7.04 Amendments

No provision of this Agreement may be amended or modified except by a written instrument executed by all parties to this Agreement.

#### Section 7.05 Governing Law

This Agreement is governed, construed, and administered according to the laws of the South Dakota, as from time to time amended, and any applicable federal law. No effect is given to any choice-of-law or conflict-of-law provision or rule (whether of the South Dakota or any other jurisdiction) that would cause the application of the law of any jurisdiction other than those of the South Dakota.

#### Section 7.06 Assignment

No party to this Agreement may assign or transfer this Agreement without the prior written consent of all other parties, except in connection with the sale of all or substantially all of Buyer's assets and properties, or the merger or other reorganization of Buyer. This prohibition of assignment does not prohibit the Buyer from taking title to the Acquired Assets in the name of a wholly-owned corporation, limited liability company, or other legal entity, provided that the Buyer provides the Seller and the Company with sufficient notice prior to the Closing Date.

#### Section 7.07 Successors

Except as otherwise provided in this Agreement, all provisions of this Agreement bind, inure to the benefit of, and are enforceable by and against the respective heirs, executors, administrators, personal representatives, successors, and permitted assigns of any of the parties to this Agreement.

#### Section 7.08 Modification

If any court of competent jurisdiction determines that any provision or any part of a provision set forth in this Agreement is unenforceable because of its duration or geographic scope, the court has the power to modify the unenforceable provision instead of severing it from this Agreement in its entirety. The modification may be by rewriting the offending provision, by deleting all or a portion of the offending provision, by adding additional language to this Agreement, or by making other modifications as it determines necessary to carry out the parties' intent to the maximum extent permitted by applicable law. The parties expressly agree that this Agreement as modified by the court is binding upon and enforceable against each of them.

#### Section 7.09 Severability

The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of this Agreement are to be construed as if the invalid provision had never been included in this Agreement.

Upon a determination that any provision is invalid, illegal, or unenforceable, the parties to this Agreement shall negotiate in good faith to modify this Agreement to give effect to the original intent of the parties as closely as possible in a mutually acceptable manner so that the transactions contemplated by this Agreement can be consummated as originally contemplated to the greatest extent possible.

#### **ARTICLE EIGHT** Definitions and Interpretation

#### **Section 8.01 Definitions**

For purposes of this Agreement, the following terms have the following meanings.

#### (a) Acquired Assets

*Acquired Assets* means the assets of Seller, other than the Excluded Assets, described in Schedule 1.02.

#### (b) Agreement

Agreement means this Purchase Agreement.

#### (c) Business

Business is defined in the Background section of this Agreement.

#### (d) Closing

*Closing* is defined in Section 1.01.

#### (e) Closing Date

*Closing Date* means the date the Closing will take place as described in Section 1.01.

#### (f) Excluded Assets

Excluded Assets means:

all cash on hand and in Seller's deposit accounts, money market accounts, and other similar accounts located at banks and other financial institutions;

all marketable securities;

all assets of Seller not specifically listed in Schedule 1.02 1.03, or 2.01; and

all Accounts Receivable.

#### (g) Intellectual Property

*Intellectual Property* means any and all (a) patents (including all reissues, divisions, continuations, and extensions of patents), patent applications, patent disclosures docketed, inventions, improvements, copyrights, service marks, trademarks, trademark applications, trade names, brand names, trade dress, slogans, logos, Internet websites and Internet domain names and URLs, corporate names, fictitious names, domain names, and the good will associated with any of the forgoing, (b) inventions (whether patentable or not and whether or not reduced to practice), industrial designs, discoveries, improvements, ideas, designs, models, formulae, patterns, compilations, data collections, drawings, blueprints, CAD/engineering patterns, compilations, product manuals, manufacturing notes and machinery information, mask works, devices, methods, techniques, processes, know how, proprietary information, customer lists, software

(including data and related documentation), technical information, trade secrets and confidential business information (including ideas, research and development, knowhow, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals, and any information the value of which is derived at least in part from the fact that such information is not generally known), (c) works of authorship, copyrights, copyrightable works, and rights in databases and data collections, moral and economic rights of authors and inventors, (d) other intellectual or industrial property rights and foreign equivalents or counterpart rights and forms of protection of a similar or analogous nature to any of the foregoing or having similar effect in any jurisdiction throughout the world, (e) registrations and applications for registration of any of the foregoing, including any renewals, extensions, continuations (in whole or in part), revisions, divisionals, re-examinations or reissues or equivalent or counterpart thereof, as well as any foreign, regional, or international applications or counterparts (whether claiming priority to the foregoing or not), (f) all documentation and embodiments of the foregoing, and (g) all right, title and interest in and to any and all causes of action and rights of recovery for infringement of the foregoing.

#### (h) Inventory

*Inventory* means the Seller's inventory as described in Schedule 1.03.

#### (i) Lien

*Lien* means any encumbrance, charge, claim, condition, equitable interest, lien, option, pledge, security interest, mortgage, right of way, easement, encroachment, servitude, restriction on transfer or use, or restriction on exercise of any other attribute of ownership.

Signed: December 14, 2016.

SELLER:

Rush Company, Jp 6 1m mu

By: William Shorma Its: President CEO M

Shorma Company

By: William Shorma Its: President/ (CO, 19

BUYER:

Shur-Co, LLC By: Terry Tennant Its: President 4000

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### LIST OF SCHEDULES AND EXHIBITS

Schedule 1.02 .....List of Acquired Assets Schedule 1.03.....Inventory

### SCHEDULE 1.02 LIST OF ACQUIRED ASSETS



6 All Intellectual Property of Sellers related to Sellers' Plus 250+ Railcar Cover System and Twin Cover System, including (but not limited to):

Title	Country	App. No.	Filing Date	Patent No.	Issue Date	Owner/Applica nt
Rail Car Extension System	US	12/418,895	4/6/0 9	8,141,49 8	3/27/12	Shur Company
Rail Car Extension System	Canada		4/21/ 09	2,663,47 3	3/15/16	Shorma Company
Rail Car Cover System	US	12/507,210	7/22/ 09	7,823,51 5	11/2/10	Shur Company
Rail Car Cover System	US	12/877,712	8/8/1 0	7,967,36 3	7/28/11	Shorma Company
Rail Car Cover System	Canada	CA200926750 58 20090807	2/12/ 10	2675058	Applicatio n Pending	Shur Company

#### a. REGISTERED PATENTS AND PATENT APPLICATIONS

Title	Country	App. No.	Filing Date	Patent No.	Issue Date	Owner/Applica nt
Rail Car Cover System	US	13/074,641	3/29/ 11	8,631,74 6	1/21/14	Rush Company
Rail Car Cover System	Australi a	2011201427	3/29/ 11	61/318,6 58	10/13/11	Rush Company
Rail Car Cover System	Europe	1160319.7	3/29/ 11	2 371 655	Applicatio n Pending	Shorma Company
Rail Car Cover System	Canada		3/29/ 11	2 735 111	Applicatio n Pending	Rush Company
Rail Car Cover System	US	13/447,412	4/16/ 12	8,826,82 7	9/9/14	Rush Company
Control System for Rail Car Cover System	US	13/451,012	4/19/ 12	8,869,71 1	10/28/14	Rush Company
Control System for Rail Car Cover System	Mexico	MX/a/2013/00 4445			Applicatio n Pending	
Control System for Rail Car Cover System	Canada	CA201328126 80 20130417	10/19 /13	2 812 680	Applicatio n Pending	Rush Company
Control System for Rail Car Cover System	Australi a	2013205243	4/16/ 13	13,451,0 12	Applicatio n Pending	Rush Company

Schedule 1.02

### b. TRADEMARKS

No registered trademarks.



### c. COPYRIGHTS

No registered copyrights.



## PATENT REEL: 043636 FRAME: 0801



SCHEDULE 1.03 LIST OF INVENTORY

# Redacted





# Redacted





PATENT REEL: 043636 FRAME: 0806

RECORDED: 08/22/2017