505395486 03/27/2019

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5442280

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
KEVIN RABSKA	03/08/2017
FRANK DRAKE	03/08/2017
ERIK ALANKO	03/08/2017

#### **RECEIVING PARTY DATA**

Name:	HORIZON GLOBAL AMERICAS INC.
Street Address:	47912 HALYARD DRIVE, SUITE 100
City:	PLYMOUTH
State/Country:	MICHIGAN
Postal Code:	48170

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	
Application Number:	29638394	

#### **CORRESPONDENCE DATA**

**Fax Number:** (216)348-5474

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:** 216-348-5400

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Correspondent Name: MCDONALD HOPKINS LLC
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Address Line 2: SUITE 2100

Address Line 4: CLEVELAND, OHIO 44114-2653

ATTORNEY DOCKET NUMBER:	18789-00519
NAME OF SUBMITTER:	TODD A. BENNI
SIGNATURE:	/Todd A. Benni/
DATE SIGNED:	03/27/2019

**Total Attachments: 9** 

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PATENT 505395486 REEL: 048708 FRAME: 0184

COMBINED ASSIGNMENT AND DECLARATION OF PATENT APPLICATION

**Assignment of Patent Application** 

Whereas, we, Kevin Rabska, having an address at 4707 Brown Thrush Road, Junction

City, WI 54443, United States of America; Frank Drake, having an address at 5307 Lakeshore

Drive, Wausau, WI 54401, United States of America; and Erik Alanko, 3208 Polzer Drive,

Wausau, WI 54401, United States of America; hereinafter referred to as "Assignors," have

invented, a new and useful invention, for which U.S. Design Patent Application No. 29/516,879

was filed on February 6, 2015, having Attorney Docket No. 18789-00454 and any subsequent

applications filed in connection with the above invention (the "Patent").

Whereas, Cequent Performance Products, Inc., a Delaware corporation, having an

address at 47912 Halyard Drive, Suite 100, Plymouth, MI 48170, hereinafter referred to as

"Assignee," is desirous of acquiring the entire right, title and interest in and to said Patent;

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00), and other good

and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we,

the Assignors, by these presents do sell, assign and transfer unto Assignee, its successors and

assigns, the full and exclusive right to the Patent and all letters patent of foreign countries which

may be or have been issued on the invention disclosed in the Patent, all divisions, reissues, and

continuations thereof, and all inventions disclosed therein, together with all claims for damages

by reason of past or future infringement, with the right to sue for and collect the same for the use

and benefit of Assignee and its successors and assigns.

Assignors warrant that they are the exclusive owners of the entire legal and equitable

interest in the Patent and the invention disclosed therein, free and clear of all liens and

encumbrances; and that they have full power, authority, and capacity to make this Assignment to

Assignee. Assignors covenant and agree, for themselves and for their successors and assigns

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that, at Assignee's request, Assignors will cause to be executed and delivered any applications,

affidavits, assignments, and other instruments as may be deemed necessary or desirable by

Assignee to secure for or vest in Assignee, its successors or assigns, all right, title, and interest in

and to any application, patent, or other right or property covered by this assignment, including

the right to apply for and obtain patents in foreign countries under the provisions of the

International Convention; and Assignors hereby request and authorize the United States

Commissioner of Patents and Trademarks to issue any and all United States patents granted on

the Patent to Assignee as owner of the entire right, title, and interest in and to the same, and

authorizes appropriately empowered officials of foreign countries to issue any letters patent

granted on the Patent to Assignee as owner of the entire right, title, and interest in and to the

same.

Declaration (37 CFR 1.63) For Utility Or Design Application Using An Application Data

**Sheet (37 CFR 1.76)** 

Title of Invention:

**GOOSENECK COUPLER** 

As the below named inventor, I hereby declare that this declaration is directed to the

attached application.

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed

invention in the application.

I hereby state that I have reviewed and understand the contents of the above-identified

specification, including the claims, as amended by any amendment specifically referred to above.

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I acknowledge the duty to disclose to the United States Patent and Trademark Office all

information known to me to be material to patentability as defined in 37 CFR §1.56, including

for continuation-in-part applications, material information which became available between the

filing date of the prior application and the national or PCT international filing date of the

continuation application.

I hereby acknowledge that any willful false statement made in this declaration is

punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or

both.

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[Signature pages follow.]

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Legal Name of Inventor: Kevin Rabska

Зу: **\_///**/

Kevin Rabska

Date: 3/8/17

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Legal Name of Inventor: Frank Drake

By:

Frank Drake

Date:

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Legal Name of Inventor: Erik Alanko

By: Sh A

Date: 3/8/2017

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# Delaware The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF

DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT

COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"CEQUENT CONSUMER PRODUCTS, INC.", AN OHIO CORPORATION,
WITH AND INTO "CEQUENT PERFORMANCE PRODUCTS, INC." UNDER THE
NAME OF "HORIZON GLOBAL AMERICAS INC.", A CORPORATION ORGANIZED
AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS
RECEIVED AND FILED IN THIS OFFICE ON THE THIRD DAY OF JANUARY,
A.D. 2017, AT 3:09 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Authentication: 201806032 Date: 01-03-17

PATENT

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:09 PM 01/03/2017
FILED 03:09 PM 01/03/2017
SR 20170019281 - File Number 2231485

### CERTIFICATE OF MERGER OF

# CEQUENT CONSUMER PRODUCTS, INC. INTO CEQUENT PERFORMANCE PRODUCTS, INC.

Pursuant to Section 252 of the General Corporation Law of the State of Delaware and Section 1701.79 of the Ohio Revised Code, the undersigned corporation does hereby certify that:

FIRST: The constituent entities (the "Constituent Entities") participating in the merger herein certified (the "Merger") are:

- (i) Cequent Consumer Products, Inc., which is incorporated under the laws of the State of Ohio ("CCPI"); and
- (ii) Cequent Performance Products, Inc., which is incorporated under the laws of the State of Delaware (the "Company").

SECOND: The Agreement and Plan of Merger, dated as of December 31, 2016 by and between CCPI and the Company (the "Merger Agreement") has been authorized, approved, adopted, certified, executed and acknowledged by each of the Constituent Entities in accordance with the applicable provisions of the General Corporation Law of the State of Delaware and the Ohio Revised Code.

THIRD: The Company shall be the surviving corporation in the Merger (the "Surviving Corporation"). The name of the Surviving Corporation shall be amended to Horizon Global Americas Inc.

FOURTH: The certificate of incorporation of the Company in effect at the Effective Time (as defined below) shall be the certificate of incorporation of the Surviving Corporation.

FIFTH: The Merger Agreement is on file at the principal place of business of the Surviving Corporation. The address of the principal place of business of the Surviving Corporation is 47912 Halyard Drive, Plymouth, Michigan 48170.

SIXTH: A copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of any constituent corporation.

SEVENTH: The Merger shall become effective on December 31, 2016 for accounting purposes only, and effective for all other purposes upon the filing of this Certificate of Merger with the Secretary of State of the State of Delaware (the "Effective Time").

EIGHTH: CCPI is authorized to issue 2,000 common shares, without par value,

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned corporation has caused this Certificate of Merger to be duly executed by its authorized officer.

Dated: December 30, 2016

CEQUENT PERFORMANCE PRODUCTS, INC.

By:

Name: Jay Goldbaum

Title: Vice President and Secretary

[Signature page to Certificate of Merger]

NAI-1501037629v6

**RECORDED: 03/27/2019**