

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5447585

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	RICHARD N. HEINZ	03/28/2019
RECEIVING PARTY DATA		
Name:	BRUTE INDUSTRIES, INC.	
Street Address:	2003 23RD AVE. N	
Internal Address:	STE A	
City:	ESCANABA	
State/Country:	MICHIGAN	
Postal Code:	49829	
PROPERTY NUMBERS Total: 8		
Property Type	Number	
Patent Number:	9610962	
Patent Number:	9102344	
Patent Number:	D721465	
Patent Number:	8118280	
Patent Number:	RE41851	
Patent Number:	D625678	
Patent Number:	D593724	
Patent Number:	7114210	
CORRESPONDENCE DATA		
Fax Number:	(216)363-4588	
<i>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.</i>		
Phone:	2163634677	
Email:	dpoirier@beneschlaw.com	
Correspondent Name:	DUNCAN H. POIRIER	
Address Line 1:	BENESCH FRIEDLANDER COPLAN & ARONOFF LLP	
Address Line 2:	200 PUBLIC SQUARE, SUITE 2300	
Address Line 4:	CLEVELAND, OHIO 44114	
ATTORNEY DOCKET NUMBER:	38462-3	
NAME OF SUBMITTER:	DUNCAN H. POIRIER	

PATENT

SIGNATURE:	/Duncan H. Poirier/
DATE SIGNED:	03/29/2019
Total Attachments: 5 source=Race Ramps - Heinz IP Assignment - Final#page1.tif source=Race Ramps - Heinz IP Assignment - Final#page2.tif source=Race Ramps - Heinz IP Assignment - Final#page3.tif source=Race Ramps - Heinz IP Assignment - Final#page4.tif source=Race Ramps - Heinz IP Assignment - Final#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "**Assignment**") effective as of March 28th, 2019, is entered into by and between Richard N. Heinz, an individual (the "**Assignor**"), and Brute Industries, Inc., a Michigan corporation (the "**Assignee**").

WHEREAS, Assignor, Assignee, Jane E. Heinz, an individual, DRC Holdings LLC, a Delaware limited liability company, Race Ramps, LLC, a Delaware limited liability company, and Progressive Innovations, Inc., a Michigan corporation, have entered into that certain Purchase Agreement dated as of even date herewith (the "**Purchase Agreement**"), pursuant to which, among other things, Assignor has agreed to sell, assign, convey, transfer and deliver to Assignee all of its entire and undivided right, title and interest in the Trademarks and Patents set forth on Exhibit A of this Assignment (collectively, the "**Intellectual Property Assets**") along with all associated goodwill.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. All capitalized terms used in this Assignment but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.

2. Assignment. Assignor hereby sells, assigns, and transfers to Assignee and Assignee's representatives, successors and assigns, all of the Intellectual Property Assets set forth on Exhibit 2 of this Agreement and further defined below in Paragraph 2(a) and (b), and Assignee hereby agrees to accept such sale, assignment, and transfer:

- (a) the patents and patent applications set forth on Exhibit A hereto and all issuances, divisions, continuations, reissues, extensions, reexaminations and renewals thereof as well as all rights to injunctive relief, damages or profits due or accrued arising out of all causes of action, past, present and future including infringement of its patent rights;
- (b) the trademark registrations and applications set forth on Exhibit A hereto and all issuances, extensions and renewals thereof, together with the goodwill of the business connected with the use thereof and symbolized thereby as well as all rights to injunctive relief, damages or profits due or accrued arising out of all causes of action, past, present and future including infringement of the trademark, or other violations or injury to the said goodwill.

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

4. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule of any other jurisdiction.

5. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment.

6. Counterparts. This 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 Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

7. Binding Effect. This Assignment shall be binding upon and shall inure to the benefit of the parties and their representatives, successors, and assigns

IN WITNESS WHEREOF, the parties have executed this Assignment to be effective as of the date first above written.

ASSIGNOR: RICHARD N. HEINZ

By: 

ASSIGNEE: BRUTE INDUSTRIES, INC.

By: 

Name:

Title:

RICHARD N HEINZ
PRESIDENT

EXHIBIT A

INTELLECTUAL PROPERTY ASSETS

Patents

<i>Patent title</i>	<i>Serial No.</i>	<i>Filed</i>	<i>Patent No.</i>	<i>Issued</i>	<i>Owner</i>	<i>Issues/Liens?</i>
Jack and dolly assembly and system	1482201 3	8/10/2015	9610962	4/4/2017	Richard N. Heinz	No
Jack and dolly assembly and system	1406381 2	10/25/2013	9102344	8/11/2015	Richard N. Heinz	No
Wheel crib	2947093 3	10/25/2013	D721465	1/20/2015	Richard N. Heinz	No
Modular vehicle ramp system	1235832 6	1/23/2009	8118280	2/21/2012	Richard N. Heinz	No
Ramp and method of construction	1205398 5	3/24/2008	RE41851	10/26/2010	Richard N. Heinz	No
Wheel support	2930621 1	4/4/2008	D625678	10/19/2010	Richard N. Heinz	No
Trailer ramp	2930621 0	4/4/2008	D593724	6/2/2009	Richard N. Heinz	No
Ramp and method of construction	1119775 8	8/3/2005	7114210	10/3/2006	Richard N. Heinz	No

Trademarks

<i>Trademark</i>	<i>Serial No.</i>	<i>Filed</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Owner</i>	<i>Issues/Liens?</i>
PORTABLE PIT STOP RAMP	87002178	4/15/16	5078015	11/8/16	Richard N. Heinz	No
RAMPS THAT WORK	86957253	3/29/16	5135860	2/7/17	Richard N. Heinz	No
CAR RAMPS THAT WORK	86961463	4/1/16	5094563	12/9/16	Richard N. Heinz	No
BAN THE BOARD	86957231	3/29/16	5081496	11/15/16	Richard N. Heinz	No
RAMPOLOGY	86965057	4/5/16	5073300	11/1/16	Richard N. Heinz	No
HAPPY WRAPPER	86957247	3/29/16	5073146	11/1/16	Richard N. Heinz	No
RETYLER RAMP	86686184	7/8/15	4939558	4/19/16	Richard N. Heinz	No
FLATSTOPPERS	86160250	1/8/14	4556068	6/24/14	Richard N. Heinz	No
ZOOM JACK	85695953	8/6/12	4951577	5/3/16	Richard N. Heinz	No

TOW RAMPS	85890644	3/29/13	4389883	8/20/13	Richard N. Heinz	No
RACE ROCKS	85803267	12/14/12	4401958	9/10/13	Richard N. Heinz	No
PORTABLE PIT STOP RAMP	77525868	7/18/08	3782926	4/27/10	Richard N. Heinz	No
RACK RAMPS	77525704	7/18/08	3700495	10/20/09	Richard N. Heinz	No
TRAILER-MATES	77594756	10/17/08	3626629	5/26/09	Richard N. Heinz	No
SHOW RAMPS	77525665	7/18/08	3604704	4/27/09	Richard N. Heinz	No
WHEEL CRIBS	77380479	1/25/08	3492229	8/26/08	Richard N. Heinz	No
THE BEST WAY TO GET IT UP!	77217732	6/28/07	3448111	6/17/08	Richard N. Heinz	No
TRAK-JAX	77216633	6/27/07	3470651	7/22/08	Richard N. Heinz	No