

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5480933

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
UNIVERSAL TRAILER CARGO GROUP, INC.	08/01/2018
UNIVERSAL TRAILER HOLDINGS CORP.	08/01/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	AMERICAN CARGO GROUP, INC.
<b>Street Address:</b>	702 B NORTH SILVER STREET
<b>City:</b>	LEXINGTON
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	27292
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6663159
Patent Number:	7775529
Patent Number:	7287780
Patent Number:	D518758
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(336)271-2830
<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>	
<b>Phone:</b>	336-273-4422
<b>Email:</b>	dcottelli@maccordmason.com
<b>Correspondent Name:</b>	MACCORD MASON PLLC
<b>Address Line 1:</b>	PO BOX 2974
<b>Address Line 4:</b>	GREENSBORO, NORTH CAROLINA 27402
<b>ATTORNEY DOCKET NUMBER:</b>	9400-065
<b>NAME OF SUBMITTER:</b>	HOWARD A. MACCORD, JR.
<b>SIGNATURE:</b>	/Howard A. MacCord, Jr./
<b>DATE SIGNED:</b>	04/18/2019
<b>Total Attachments: 6</b>	
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## PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Assignment"), is effective as of 12:01 a.m. on August 15, 2018 among Universal Trailer Cargo Group, Inc., a Delaware corporation (the "Company"), Universal Trailer Holdings Corp., a Delaware corporation ("Parent" and together with the Company, each an "Assignor" and collectively, the "Assignors"), and American Cargo Group, Inc., an Indiana corporation ("Assignee"). Assignors and Assignee may be referred to in this Assignment individually as a "Party," or collectively as the "Parties".

In accordance with the Asset Purchase Agreement dated July 20, 2018 by and among Assignors and Assignees (the "Asset Purchase Agreement"), Assignors agree to transfer, convey, and assign the patents set forth on Exhibit A (together with all applications, registrations and goodwill thereof, collectively, the "Patents") to Assignee. Capitalized terms used but not otherwise defined herein have the respective meanings assigned to such terms in the Asset Purchase Agreement.

NOW THEREFORE, the Parties agree as follows:

1. Assignment. In consideration for performance under the Asset Purchase Agreement and the consideration payable thereunder, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby irrevocably convey, transfer and assign to Assignee, and Assignee hereby accepts, all of Assignors' rights, title and interests in and to the following:

(a) the Patents set forth on Exhibit A including all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof;

(b) all rights of any kind whatsoever of Assignors accruing under the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable to Assignors with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignors authorize the Commissioner for Patents and any other governmental officials to record and register this Assignment upon request by Assignee. Assignors, at the request of Assignee or its counsel, and at no additional charge, shall execute, acknowledge and deliver any and all papers, transfers, or other documents or instruments that Assignee may determine necessary or advisable, in its reasonable discretion, to

carry out the intent of this Assignment; provided, however, this Assignment shall be effective regardless of whether any such additional documents are executed. Assignors hereby irrevocably appoint Assignee and its duly authorized officers and agents as Assignors' agent and attorney-in-fact, which appointment is coupled with an interest, for and on Assignors' behalf, if Assignee is unable for any reason to secure Assignors' signature, to assign all of such ownership interests and rights to Assignee and to execute and file any instruments or documents and to do all other lawfully permitted acts to further the intent of this Assignment, with the same legal force and effect as if executed by Assignors, at Assignee's expense. Further, Assignors shall cooperate with Assignee or its counsel, but at Assignee's expense (other than expenses associated with the time of Assignors or its employees, contractors or agents), by providing, when requested, lawful and truthful testimony, affidavit(s), statement(s), and assistance relating to the Patents, the nature and timing of its use of such rights, and to any efforts to apply for, register, obtain, explain, record, protect, enforce, police, defend, affirm, enhance, expand, divide, nationalize, continue, reissue, memorialize, document, assign, encumber, confirm, renew, or maintain any rights in the Patents. At Assignee's request and expense, Assignors shall further do and perform all acts that Assignee may determine necessary or advisable, in its reasonable discretion, to carry out the intent of this Assignment and to enforce, police and prosecute Assignee's rights in the Patents.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Patents, are incorporated herein by this reference. The Parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. This Assignment is made pursuant to (and does not modify) the Asset Purchase Agreement.

4. 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 transmission or electronic mail in PDF form, shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

6. Governing Law. This 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 Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO PATENT ASSIGNMENT

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Patent Assignment as of the date first above written.

ASSIGNORS:

Universal Trailer Cargo Group, Inc.

By: G. Di Camillo

Name: Gary DiCamillo

Title: President and CEO

Universal Trailer Holdings Corp.

By: G. Di Camillo

Name: Gary DiCamillo

Title: President and CEO

ASSIGNEE:

American Cargo Group, Inc.

By: Delmar Robb Kaufman

Name: Delmar Robb Kaufman

Title: Chief Executive Officer

State of INDIANA  
ELKHART County

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document: Gary DiCamillo, as President and CEO of Universal Trailer Cargo Group, Inc. and Universal Trailer Holdings, Corp.

Date: 1st August, 2018



Aelene Sophie Sukhowsky  
Signature of Notary Public

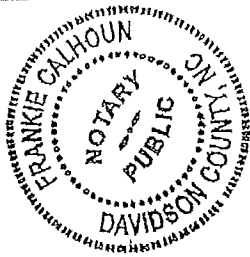
Aelene Sophie Sukhowsky  
Printed Name of Notary Public

My commission expires: 3-9-2025

State of North Carolina  
DAVIDSON County

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document: Delmar Robb Kaufman, as the Chief Executive Officer of American Cargo Group, Inc.

Date: August 1, 2018



Frankie Calhoun  
Signature of Notary Public

Frankie Calhoun  
Printed Name of Notary Public

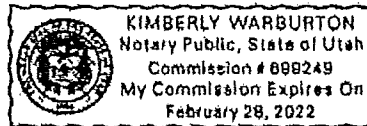
My commission expires: 1-13-2019

State of Utah  
Utah County

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document: Gary DiCamillo, as President and CEO of Universal Trailer Cargo Group, Inc. and Universal Trailer Holdings, Corp.

Date: Aug 1, 2018

Kimberly Warburton  
Signature of Notary Public



Kimberly Warburton  
Printed Name of Notary Public

My commission expires: Feb 28, 2022

State of North Carolina  
\_\_\_\_\_ County

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document: Delmar Robb Kaufman, as the Chief Executive Officer of American Cargo Group, Inc.

Date: \_\_\_\_\_, 2018

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

My commission expires: \_\_\_\_\_

## Exhibit A

### Patents

#### United States

Patents	Registration (Patent) Number	Registration (Issued) Date
PATENTS OWNED BY UNIVERSAL TRAILER CARGO GROUP, INC.		
FLEXIBLE MOUNT SYSTEM	6,663,159	12/16/03
INDEPENDENT ADJUSTABLE AXLE SUSPENSION SYSTEM	7,775,529	08/17/10
TRAILER FRAME	7,287,780	10/30/07
PATENTS OWNED BY HAULMARK INDUSTRIES, INC.*		
PORTION OF AN INTEGRATED I BEAM TRAILER FRAME	D518728	04/11/16

#### Canada

PATENTS OWNED BY HAULMARK INDUSTRIES, INC.*	Patent No	Issue Date
TRAILER FRAME	2,487,056	10/11/2011

\*Haulmark Industries, Inc. is the former name of Universal Cargo Group, Inc.