

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5658933

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	EXCEL CONCEPTS, INC.	01/05/2018
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	HOLT SALES & SERVICES, INC.	
<b>Street Address:</b>	2515 DEAN AVE.	
<b>City:</b>	DES MOINES	
<b>State/Country:</b>	IOWA	
<b>Postal Code:</b>	50317	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	29638270	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(515)243-0654	
<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>	5152882500	
<b>Email:</b>	shelbykosiek@davisbrownlaw.com	
<b>Correspondent Name:</b>	DAVIS BROWN LAW FIRM	
<b>Address Line 1:</b>	215 10TH STREET	
<b>Address Line 2:</b>	SUITE 1300	
<b>Address Line 4:</b>	DES MOINES, IOWA 50309	
<b>ATTORNEY DOCKET NUMBER:</b>	9007404/138391	
<b>NAME OF SUBMITTER:</b>	MATTHEW WARNER-BLANKENSHIP	
<b>SIGNATURE:</b>	/Matthew Warner-Blankenship/	
<b>DATE SIGNED:</b>	08/08/2019	
<b>Total Attachments: 5</b>		
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## EXHIBIT A: PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement ("**Assignment**"), dated as of January 5<sup>th</sup>, 2018, is made by Excel Concepts, Inc., an Iowa Corporation located at 1922 NE Lancaster DR, Ankeny, IA, 50021 ("**Assignor**") and Holt Sales & Service, Inc., an Iowa Corporation located at 2515 Dean Ave, Des Moines, IA, 50317 ("**Assignee**") (the "**Letter Agreement**").

WHEREAS, under the terms of the Letter Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller's right, title, and interest in and to the following (the "**Assigned Patents**");

(a) the patents and patent applications set forth in Schedule I hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "**Patents**");

(b) all rights of any kind whatsoever of Seller accruing under any of 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 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, 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. Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 Patents to Buyer, or any assignee or successor thereto.

3. Terms of the Letter Agreement. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Letter Agreement, to which reference is

made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Patents. The representations, warranties, covenants, agreements, and indemnities contained in the Letter Agreement shall not be 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 Letter Agreement and the terms hereof, the terms of the Letter Agreement shall govern.

4. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Patent 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 Patent Assignment.

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

6. Governing Law. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Iowa without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Iowa in each case located in the City of Des Moines and County of Polk, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding.

[SIGNATURE PAGE FOLLOWS]

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

Excel Concepts, Inc.

By: \_\_\_\_\_

Name: Jeremy Drever

Title: \_\_\_\_\_

[ACKNOWLEDGMENT]

STATE OF [STATE] Iowa )

)SS.

COUNTY OF [COUNTY] Polk )

On the [ORDINAL NUMBER] day of [MONTH], [YEAR], before me personally appeared [SIGNATORY NAME], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that [he/she] executed the same [in [his/her] authorized capacity as the [SIGNATORY TITLE] of [SELLER], the [TYPE OF ENTITY] described], and acknowledged the instrument to be [[his/her] free act and deed/the free act and deed of [SELLER]] for the uses and purposes mentioned in the instrument.

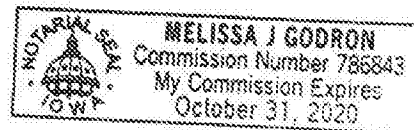
M. Godron

Notary Public

Printed Name:

My Commission Expires: [DATE]

Oct 31, 2020



# SCHEDULE 1

## ASSIGNED PATENTS AND PATENT APPLICATIONS

Matter No/Title	Title	Country	Case Type	App. Number	Filing Date	Reg. Number	Date Issued/Registered
8967878/100092	Quick Release Grill Guard	Canada	Foreign Patent	2,848,790	4/10/2014	2,848,790	
FP(CA): Grill Guard							
8967878/100452	Quick Release Grill Guard	US	US Patent	14/249,974	4/10/2014	9114771	
P: Grill Guard							
8967878/113850	Quick Release Grill Guard	US	US Patent	14/825,344	8/13/2015	9,555,757	
P:(CON) Grill Guard							
8967878/119054	Grill Guard	US	US Patent (Design)	29/553,410	2/1/2016	D801,892	
DP: Grill Guard							
8967878/119074	Vehicle Grille Guard	US	US Patent (Design)	29/553,466	2/22/2016		
DP: Grill Guard 2							
8967878/124125	Grill Guard	Canada	US Patent (Design)	175140	8/1/2016	175140	
DP: Grill Guard and Grill Guard 2							
8967878/128351	Quick Release Grill Guard and Associated Systems and Methods	US	US Patent	15/419,377	1/30/2017		
P:(CONII) Grill Guard							
8967878/132475	Grill Guard	Canada	Foreign Patent (Design)	169733	5/30/2017	169733	
FDP(CA)(DIV: Grill Guard and Grill Guard 2							
8967878/135124	Grill Guard	US	US Patent (Design)	29/619,937	10/2/2017		
DP: Grill Guard							
8967878/135491_CA	Grill Guard	Canada	Foreign Patent	177577	8/1/2016	177577	

DP: Grill Guard and Grill Guard 2			(Design)				
8967878/135492_CA2							
DP: Grill Guard and Grill Guard 2	Grill Guard	Canada	Foreign Patent (Design)	177578	8/1/2016	177578	