

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6371995

|   |                                    |
|---|------------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                     |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT                         |
| <b>CONVEYING PARTY DATA</b>   |                                    |
| <b>Name</b>   | <b>Execution Date</b>              |
| NSD INNOVATIONS LLC   | 07/24/2020                         |
| <b>RECEIVING PARTY DATA</b>   |                                    |
| <b>Name:</b>  | DETHMERS MANUFACTURING COMPANY     |
| <b>Street Address:</b>  | 4010 - 320TH STREET                |
| <b>City:</b>  | BOYDEN                             |
| <b>State/Country:</b>   | IOWA                               |
| <b>Postal Code:</b>   | 51234                              |
| <b>PROPERTY NUMBERS Total: 1</b>  |                                    |
| <b>Property Type</b>  | <b>Number</b>                      |
| <b>Patent Number:</b>   | 9145178                            |
| <b>CORRESPONDENCE DATA</b>  |                                    |
| <b>Fax Number:</b>  | (515)274-1488                      |
| <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>   | 5152711748                         |
| <b>Email:</b>   | carole.mcfadden@brickgentrylaw.com |
| <b>Correspondent Name:</b>  | BRIAN J. LAURENZO                  |
| <b>Address Line 1:</b>  | 6701 WESTOWN PARKWAY               |
| <b>Address Line 2:</b>  | SUITE 100                          |
| <b>Address Line 4:</b>  | WEST DES MOINES, IOWA 50266        |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 18594.156                          |
| <b>NAME OF SUBMITTER:</b>   | BRIAN J. LAURENZO                  |
| <b>SIGNATURE:</b>   | /Brian J. Laurenzo/                |
| <b>DATE SIGNED:</b>   | 10/28/2020                         |
| <b>Total Attachments: 6</b>   |                                    |
| source=Patent Assignment Agreement FULLY EXECUTED#page1.tif   |                                    |
| source=Patent Assignment Agreement FULLY EXECUTED#page2.tif   |                                    |
| source=Patent Assignment Agreement FULLY EXECUTED#page3.tif   |                                    |
| source=Patent Assignment Agreement FULLY EXECUTED#page4.tif   |                                    |
| source=Patent Assignment Agreement FULLY EXECUTED#page5.tif   |                                    |



## PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (“**Patent Assignment**”), dated as of July 24, 2020, is made by NSD Innovations LLC, an Iowa limited liability company, located at 1644 120th Street, Boone, Iowa 50036 (“**Assignor**”), in favor of Dethmers Manufacturing Company, an Iowa corporation, located at 4010 320th Street, Boyden, Iowa 51234 (“**Assignee**”), the assignee of certain assets of Assignor pursuant to a Settlement Agreement and Release between Assignee and Assignor dated as of July 24, 2020 (the “**Settlement Agreement**”).

WHEREAS, under the terms of the Settlement Agreement, Assignor has conveyed, transferred, and assigned to Assignee, certain intellectual property of Assignor, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following (the “**Assigned Patent**”):

- (a) the patent set forth in Schedule I hereto and all reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);
- (b) all rights of any kind whatsoever of Assignor 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 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. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office to record and register this Patent Assignment upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Assignee, or any assignee or successor thereto.

3. Terms of the Settlement Agreement. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Settlement Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Patent. The representations, warranties, covenants, agreements, and indemnities contained in the Settlement 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 Settlement Agreement and the terms hereof, the terms of the Settlement 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. This Patent 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 Patent 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 Iowa, without giving effect to any choice or conflict of law provision or rule (whether of the State of Iowa or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

NSD INNOVATIONS LLC

By [Signature]

Name: Nick Erickson

Title: Member / Manager

Address for Notices:

~~215 10th Street Suite 1300~~ 1644 120th St  
Boone, IA 50036

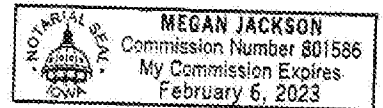
ACKNOWLEDGMENT

STATE OF Iowa )

) SS.

COUNTY OF Story )

On the 9 day of October 2020, before me personally appeared Nicholas Erickson, 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 Member / Manager of NSD Innovations LLC, the limited liability company described, and acknowledged the instrument to be the free act and deed of NSD Innovations LLC for the uses and purposes mentioned in the instrument.



My Commission Expires: 2/6/2023

Megan Jackson

Notary Public

Printed Name: Megan Jackson

AGREED TO AND ACCEPTED:

DETHMERS MANUFACTURING COMPANY

By \_\_\_\_\_

Name: \_\_\_\_\_

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

Address for Notices:

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

NSD INNOVATIONS LLC

By \_\_\_\_\_

Name: \_\_\_\_\_

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

Address for Notices:

215 10th Street Suite 1300  
Boone, IA 50036

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )

) SS.

COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, before me personally appeared \_\_\_\_\_, 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 \_\_\_\_\_ of NSD Innovations LLC, the limited liability company described, and acknowledged the instrument to be the free act and deed of NSD Innovations LLC for the uses and purposes mentioned in the instrument.

My Commission Expires: \_\_\_\_\_  
\_\_\_\_\_

Notary Public  
Printed Name: \_\_\_\_\_

AGREED TO AND ACCEPTED:

DETHMERS MANUFACTURING COMPANY

By Kevin Tom Haker

Name: Kevin Tom Haker

Title: Exec VP

Address for Notices:

4010 320th Street  
Boyden, IA 51234

ACKNOWLEDGMENT

STATE OF Iowa )

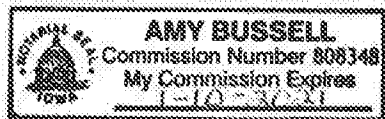
) SS.

COUNTY OF Sioux )

On the 19 day of October, before me personally appeared Kevin Testkosen, 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 Exec. Vice President of Dethmers Manufacturing Company, the corporation described, and acknowledged the instrument to be the free act and deed of Dethmers Manufacturing Company for the uses and purposes mentioned in the instrument.

My Commission Expires:  
1-10-2021

Amy Buswell  
Notary Public  
Printed Name: Amy Buswell



**SCHEDULE 1**

**ASSIGNED PATENTS AND PATENT APPLICATIONS**

**Patents**

| <b>Title</b>              | <b>Jurisdiction</b> | <b>Patent Number</b> | <b>Issue Date</b> |
|---------------------------|---------------------|----------------------|-------------------|
| Fifth-Wheel Trailer Hitch | US                  | 9,145,178            | 09/29/2015        |