506919304 10/13/2021 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6966139

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEY	ANCE:	ASSIGNMENT	
CONVEYING PARTY	DATA		
		Name	Execution Date
RODAN ENTERPRIS	ES, LLC		10/21/2019
RECEIVING PARTY	ΟΑΤΑ		
Name:	LIPPEF	T COMPONENTS MANUFACTU	JRING, INC.
Street Address:	3501 C	OUNTY ROAD 6 EAST	
City:	ELKHA	RT	
State/Country:	INDIAN	Α	
Postal Code:	46514		
PROPERTY NUMBER	RS Total: 1		
Property Typ	e	Number	
Application Number:		17500084	
	•		
CORRESPONDENCE	DATA		
Fax Number:		(703)816-4100	
) the e-mail address first; if that l; if that is unsuccessful, it will l	' is unsuccessful, it will be sent
Phone:	-	703-816-4000	
Email:		ptomail@nixonvan.com	
Correspondent Name	e:	ALAN M. KAGEN/NIXON & VANI	DERHYE, PC
Address Line 1:		901 NORTH GLEBE ROAD, 11TH	H FLOOR
Address Line 4:		ARLINGTON, VIRGINIA 22203	
ATTORNEY DOCKET	NUMBER:	AMK-6828-432	
NAME OF SUBMITTER	ז:	ALAN M. KAGEN	
SIGNATURE:		/Alan M. Kagen/	
DATE SIGNED:		10/13/2021	
Total Attachments: 5		1	
	_from_Roda	an_Enterprises_LLC_to_Lippert_C	Components_Manufacturing_Inc#page1.tif
source=6828-432_asn_		an Enterprises LLC to Lippert C	Components_Manufacturing_Inc#page2.tif
	_from_Roda	hhh	
 source=6828-432_asn_			Components_Manufacturing_Inc#page3.tif
source=6828-432_asn_ source=6828-432_asn_	from_Roda	an_Enterprises_LLC_to_Lippert_C	Components_Manufacturing_Inc#page3.tif Components_Manufacturing_Inc#page4.tif

PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "<u>Assignment</u>") is effective as of October 21, 2019, between Rodan Enterprises, LLC, a limited liability company under the laws of Pennsylvania, with a principal address of 3000 Glenview Street, Philadelphia, Pennsylvania 19149 ("<u>Assignor</u>"), who is the owner of the entire right, title, and interest in and to the patents, patent applications and industrial design registrations set forth in Appendix A and in the inventions claimed therein (collectively, the "<u>Patents</u>"), and Lippert Components Manufacturing, Inc., a corporation under the laws of Delaware, with a principal address of 3501 C.R. 6 East, Elkhart, Indiana 46514 ("<u>Assignee</u>"), who wants to acquire the entire right, title, and interest in and to the aforesaid Patents and the inventions claimed therein, pursuant to that certain Asset Purchase Agreement between Assignor and Assignee, dated as of October 21, 2019, (the "<u>Asset Purchase</u> <u>Agreement</u>").

THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the foregoing and the mutual representations, warranties and covenants set forth herein and in the Asset Purchase Agreement, the parties agree as follows:

1. <u>Assignment</u>. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, free and clear of all liens and encumbrances, all of Assignor's right, title, and interest in and to said Patents, all corresponding patents, patent applications, in other countries, all original, non-provisional, divisional, continuation, and continuations-in-part, reexamination, or reissue patent or application, and extensions thereof and to any Letters Patents which have or may issue based thereon or claim priority thereto and all benefits, privileges, causes of action, claims and remedies arising out of or relating to the Patents, the exploitation thereof, and the use and ownership of any of the Patents (collectively, the "Assigned Patent Rights").

2. <u>Recordation and Further Actions</u>. Assignor authorizes the United States Patent and Trademark Office and any other governmental officials to record and register this Patent Assignment upon the request of Assignee. From time to time at Assignee's reasonable request, Assignor shall cooperate with the execution of any documents, files, registrations, or other similar items to obtain the full benefits of this Patent Assignment.

3. <u>Terms of the Asset Purchase Agreement</u>. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Patent Rights 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 or modified 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. <u>Counterparts</u>. This Patent Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. 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. <u>Successors and Assigns</u>. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. <u>Governing Law</u>. This Patent Assignment will be governed by and construed in accordance with the laws of the State of Delaware without regard to such State's conflicts-of-laws rules.

7. <u>Amendment and Modification</u>. This Patent Assignment may be amended, modified, or supplemented only by written agreement of Assignee and Assignor.

8. <u>Entire Agreement</u>. This Patent Assignment, together with the Asset Purchase Agreement and all other documents executed in connection with the consummation of the transactions contemplated herein, embody the entire agreement and understanding of the parties in respect of the Assigned Patent Rights and related transactions, and supersedes all prior agreements and understandings with respect to that subject matter.

[REMAINDER OF PAGE IS BLANK - SIGNATURE PAGE FOLLOWS]

2

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

Assigner, Rodan, Enterpri By: Name: 3 Title:] 201 Date: 10

AGREED TO AND ACCEPTED:

Assignee: Lippert Components Manufacturing, Inc.

By:	 	ii
Name:		
Title:	 	******
Date:		

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

Assignor: Rodan Enterprises, LLC

By:	
Name:	
Title:	
Date:	

AGREED TO AND ACCEPTED:

Assignce: Lippert Components Manufacturing, Inc. By:

Name: Jason D. Lippert

Title: President & CEO

-21-19 Date:

APPENDIX A Patents

Country	App. No.	App. Date	Patent No.	Issue Date	
US	11/487,287	2006-07-15	7,571,691	2009-08-11	Retractable bimini top device
US	12/286,588	2008-10-01	7,895,964	2011-03-01	Retractable boat top with arched canopy
US	12/587,149	2009-10-02	7,950,342	2011-05-31	Automated bimini top device
us	13/134,057	2011-05-27	8,857,366	2014-10-14	Manually Operated Boat Canopy System
US	13/815,247	2013-02-13	9,139,258	2015-09-22	Pullout shade system for boats
US	14/121,925	2014-11-04	10,053,192	2018-08-21	Means for deploying pullout shade system
US	15/932,795	2018-04-25	10,256,589	2019-04-09	Power Rotating Transfer Coupler
US	15/998,156	2018-07-10			Means for Deploying Pullout Shade System Onboard
					Boat
US	62/765,807	2018-09-14			Drive Mechanism for Telescopic Linear Actuator
US	16/602;325	2019-09-13			Drive Mechanism for Telescopic Linear Actuator
Europe	07796637	2007-07-02	EP2040974		Retractable binnini top device
China	200780029440.8	2007-07-02	101500885	2013-07-10	Retractable bimini top device
Hong Kong	10101254.7	2010-02-04	HK1137396	2014-02-28	Retractable bimini top device
S. Africa	2009/00588	2009-01-26	2009/0588		Retractable bimini top device
S. Korea	1020097002446	2009-02-06			Retractable bimini top device
Brazil	PI0714344	2013-02-26			Retractable bimini top device
Australia	2007275848	2007-07-02			Retractable bimini top device
India	396/KOLNP/2009	2009-01-29	306538	2019-02-01	Retractable bimini top device
Canada	2694712	2007-07-02	2,694,712	2014-09-23	Retractable bimini top device
Mexico	MX/a/2009/000518	2009-01-14	301,351		Retractable bimini top device
······································	······································		······		

US.124850591.05

RECORDED: 10/13/2021