

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7225245

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	CHANGE OF NAME	
CONVEYING PARTY DATA		
Name		Execution Date
PROGRESS MFG. INC.		11/24/2021
RECEIVING PARTY DATA		
Name:	PROGRESS MFG. LLC	
Street Address:	353 SOUTH 1100 WEST	
City:	PROVO	
State/Country:	UTAH	
Postal Code:	84601	
PROPERTY NUMBERS Total: 26		
Property Type	Number	
Patent Number:	7025370	
Patent Number:	7934742	
Patent Number:	8499899	
Patent Number:	8490999	
Patent Number:	7967320	
Patent Number:	8833789	
Patent Number:	8550486	
Patent Number:	8500102	
Patent Number:	8628107	
Patent Number:	8701842	
Patent Number:	8876085	
Patent Number:	10035391	
Patent Number:	10252588	
Patent Number:	9321434	
Patent Number:	9352624	
Patent Number:	9579940	
Patent Number:	9844986	
Patent Number:	10675931	
Patent Number:	10800219	
Patent Number:	10960719	

PATENT

Property Type	Number
Patent Number:	10252381
Application Number:	16657884
Application Number:	16840232
Application Number:	16933767
Application Number:	17468547
Application Number:	17468545

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: STEWART WALSH

Address Line 1: 1025 CONNECTICUT AVE NW, SUITE 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER: 1622177 PAT

NAME OF SUBMITTER: ADALIA WU

SIGNATURE: /Adalia Wu/

DATE SIGNED: 03/15/2022

Total Attachments: 45

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Date: 11/24/2021

Receipt Number: 9200437

Amount Paid: \$112.00



State of Utah
Department of Commerce
Division of Corporations & Commercial Code
Articles/Statement of Conversion

Non-Refundable Processing Fee: \$37.00

EXPEDITE

RECEIVED

NOV 24 2021

Utah Div. of Corp. & Comm. Code

1. The Articles/Statement of Conversion shall state:

Entity Number: 855963-0142

First: The name and entity type of the company immediately prior to the filing of the conversion:

Name: Progress Mfg. Inc.Entity Type (Corp, LLC, LP, Partnership, DBA, etc.): Corporation

Second: The date and state where the company was first created and, if it has changed, its jurisdiction immediately prior to its conversion:

01/05/1984

Date of formation:

Utah

State / Jurisdiction

Third: The name and entity type of the company as set forth in its converted entity filing:

Name: Progress Mfg. LLCEntity Type: Limited Liability CompanyUtah

State / Jurisdiction

353 South 1100 West, Provo, UT 84601

Registered Agent address or mailing address for service of process if not qualified as a foreign entity in Utah

Fourth: The future effective date of the conversion to the new entity if it is not to be effective upon the filing of the conversion;

(MM-DD-YYYY)

Fifth: Under penalties of perjury, I declare that the Articles/Statement of Conversion have been duly approved by the owners of the entity.

Name: Jed K. AndersonSignature: Jed K. AndersonTitle: PresidentDate: 11/24/2021

2. Additional filing requirements: The non-refundable processing fee of \$37.00 payable to the State of Utah, and application for new entity must accompany this form. No additional fee for the new application.

Under CRAMA [63G-2-201], all registration information maintained by the Division is classified as public record. For confidentiality purposes, you may use the business entity physical address rather than the residential or private address of any individual affiliated with the entity.

State of Utah
Department of Commerce
Division of Corporations and Commercial Code
I hereby certified that the foregoing has been filed
and approved on this 24 day of Nov, 2021
in this office of this Division and hereby issued
This Certificate thereof.

NOV 24 '21 PM 4:12

03/16

Examiner

ALA

Date

11/29/21

L. Veillette
Leigh Veillette
Division Director

PATENT

REEL: 059367 FRAME: 0085

CERTIFICATE OF ORGANIZATION

OF

PROGRESS MFG. LLC

RECEIVED

NOV 24 2021

Utah Div of Corp. & Comm. Code

THE UNDERSIGNED, acting as an Organizer pursuant to the Utah Revised Uniform Limited Liability Company Act (the "*Act*"), hereby adopts the following Certificate of Organization in connection with the conversion of Progress Mfg. Inc, a Utah corporation, to Progress Mfg. LLC, a Utah limited liability company:

1. Name. The name of the limited liability company is Progress Mfg. LLC (the "*Company*").

2. Period of Duration. The period of duration of the Company shall be perpetual, unless sooner terminated pursuant to the Act or the provisions of the Company's operating agreement.

3. Business Purpose. The business purpose for which this Company is organized shall be to conduct any and all lawful business for which limited liability companies may be organized under the Act.

4. Principal Address. The street and mailing address of the Company's principal office is:

353 South 1100 West
Provo, UT 84601

3. Registered Office and Agent. The street and mailing address of the Company's registered agent and the name of its initial registered agent at that address is:

Jed K. Anderson
353 South 1100 West
Provo, UT 84601

IN WITNESS WHEREOF, the undersigned Organizer has executed this Certificate of Organization as of November 24, 2021.

Jed K. Anderson

Jed K. Anderson, Organizer

113197259,2075213-00001

State of Utah
Department of Commerce
Division of Corporations and Commercial Code
I hereby certified that the foregoing has been filed
and approved on this 24 day of Nov, 2021
in this office of this Division and hereby issued
This Certificate thereof.

Examiner

ALA

Date

11/29/21

NOV 24 '21 PM 4:12



L. Veillette
L. Veillette
Division Director

PATENT

REEL: 059367 FRAME: 0086

DISCLOSURE SCHEDULE

to the

PURCHASE AGREEMENT

among

Dexter Axle Company LLC,

Jed K. Anderson, in his capacity as the Sellers' Representative,

**Jed K. Anderson, Richard C. Elliott, Kenneth D. Mauerman and Joshua R. Binks,
The Overture Trust, The Michy Legacy Trust, The Edelweiss Legacy Trust, The Timp1997
Legacy Trust**

and

Progress Mfg. Holdings, Inc.

relating to the purchase and sale

of

100% of the Units

of

Progress Mfg. LLC

Dated as of December 8, 2021

INTRODUCTION

This Seller Disclosure Schedule (the “**Disclosure Schedule**”) is made and delivered by Progress Mfg. Holdings, Inc., a Utah corporation (“**Seller Corp**”), pursuant to that certain Purchase Agreement (the “**Agreement**”) dated as of December 8, 2021, among Dexter Axle Company LLC, a Delaware limited liability company (“**Buyer**”), Jed K. Anderson, an individual (“**Anderson**”), Richard C. Elliott, an individual (“**Elliott**”), Joshua R. Binks, an individual (“**Binks**”), Kenneth D. Mauerman, an individual (“**Mauerman**” and, with each of Anderson, Elliott, and Binks, individually a “**Prior Owner**” and collectively the “**Prior Owners**”), The Overture Trust, The Michy Legacy Trust, The Edelweiss Legacy Trust and The Timp1997 Legacy Trust, Seller Corp and Jed K. Anderson, as representative of Seller Corp, the Owners and the Prior Owners hereunder (the “**Sellers’ Representative**”). Capitalized terms used but not defined in this Disclosure Schedule shall have the same meanings given to them in the Agreement, unless the context of such use requires otherwise.

Certain matters are listed in this Disclosure Schedule for informational purposes only and may not be required to be listed by the terms of the Agreement. In no event shall any disclosure be construed as an admission that the information is material to or outside the ordinary course of business of the Company. Furthermore, in no event shall the listing of matters in this Disclosure Schedule be deemed or interpreted to broaden or otherwise amplify the representations and warranties or covenants of Sellers or the Seller Corp contained in the Agreement. No dollar amount referenced herein is indicative of what is or is not material to the Company, Buyer, Sellers or the Seller Corp. No disclosure in this Disclosure Schedule relating to any possible breach or violation of any contract or law shall be construed as an admission or indication that any such breach or violation exists or has actually occurred, and nothing in this Disclosure Schedule shall constitute an admission of any liability or obligation of the Company, Sellers or the Seller Corp to any third party or shall confer or give to any third party any remedy, claim, liability, reimbursement, cause of action or other right.

Any reference in a particular section of this Disclosure Schedule in the Agreement shall only be deemed to be an exception to (or, as applicable, a disclosure for purposes of) (i) the representations and warranties of the relevant party that are contained in the corresponding Section of the Agreement and (ii) any other representations and warranties of such party that are contained in the Agreement, but only if the relevance of that reference as an exception to (or a disclosure for purposes of) such representations and warranties would be readily apparent to a reasonable person who has read that reference and such representations and warranties, without any independent knowledge on the part of the reader regarding the matter so disclosed.

Section 1.01(a)

Pre-Reorganization Shareholders

Shareholders
Jed K. Anderson
Richard C. Elliott
Kenneth D. Mauerman
Joshua R. Binks
The Overture Trust
The Michy Legacy Trust
The Edelweiss Legacy Trust
The Timp1997 Legacy Trust

Section 1.01(b)

Record and Beneficial Owners of Seller Corp

The Overture Trust
The Michy Legacy Trust
The Edelweiss Legacy Trust
The Timp1997 Legacy Trust
Fidelity Investments Charitable Gift Fund

Section 1.01(c)

Indemnity Pro Rata Percentage

Name	Indemnity Share Percentage
The Overture Trust	71.283%
The Michy Legacy Trust	9.325%
The Edelweiss Trust	10.183%
The Timp1997 Legacy Trust	9.209%

Section 3.02

Noncontravention

1. Lease Agreement, dated September 1, 2015, by and between the Company (Tenant) and BEAM, LLC (Landlord)

Section 3.03(b)

Capitalization; Subsidiaries

None

Section 3.07(k)

Tax Withholding

1. See the matter disclosed on Section 3.07(l) of this Disclosure Schedule.

Section 3.07(l)

Sales, Use and Value Added Tax

The Company has not historically remitted sales tax in the States of Georgia, Michigan or Ohio and has historically made sales in such States below thresholds for mandated reporting and remittance of sales tax in such States. In 2020, the Company increased the number of transactions it entered into in such States, which now require reporting and remitting sales tax in such States. Consequently, the Company has unreported and unpaid sales tax obligations in each applicable state as follows:

State	2021 - Estimated Sales Tax Liability
Georgia	\$713.14
Michigan	\$1,556.63
Ohio	\$1,164.84

The Company is in process of registering in such States to report and remit sales tax.

Section 3.07(t)

Tax Matters

1. None

Section 3.08

Material Contracts

(i)

1. Lease Agreement, dated September 1, 2015, by and between the Company (Tenant) and BEAM, LLC (Landlord)

(ii)

No.	Vendor Name	PO Open Unbilled Amount	Description
1	Austin International Manufacturing	\$1,702,076.00	E2 Hitches
2	Austin International Manufacturing	\$1,372,328.00	E2 Hitches
3	SUN SHYE DAR ENTERPRISE CO. LTD	\$1,200,407.00	E2 Hitches
4	SUN SHYE DAR ENTERPRISE CO. LTD	\$1,187,667.00	E2 Hitches
5	SUN SHYE DAR ENTERPRISE CO. LTD	\$1,186,054.40	E2 Hitches
6	SUN SHYE DAR ENTERPRISE CO. LTD	\$1,139,994.00	E2 Hitches
7	SUN SHYE DAR ENTERPRISE CO. LTD	\$1,127,505.40	E2 Hitches
8	Austin International Manufacturing	\$832,176.00	E2 Hitches
9	Austin International Manufacturing	\$768,676.00	E2 Hitches
10	Austin International Manufacturing	\$630,710.00	E2 Hitches
11	Gerdau Ameristeel US Inc.	\$432,740.00	Arm Material
12	Gerdau Ameristeel US Inc.	\$432,740.00	Arm Material
13	SUN SHYE DAR ENTERPRISE CO. LTD	\$390,526.32	E2 Hitches
14	Capital Steel	\$288,200.00	Arm Material
15	Gerdau Ameristeel US Inc.	\$248,699.04	Arm Material
16	SUN SHYE DAR ENTERPRISE CO. LTD	\$248,355.00	Fastway Trailer Products - Zips, Locks, Etc
17	Capital Steel	\$247,280.00	Arm Material
18	Nucor Steel	\$247,201.52	2" RCS A572 Steel
19	SUN SHYE DAR ENTERPRISE CO. LTD	\$234,136.08	Flash Solid Steel Ball Mounts / E2 Shanks
20	SUN SHYE DAR ENTERPRISE CO. LTD	\$216,953.00	Fastway Trailer Products - Zips, Locks, Etc
21	Qingdao Kemei Trailer Manufacturing CO.,LTD	\$184,800.00	Connect Hitches
22	SUN SHYE DAR ENTERPRISE CO. LTD	\$180,774.00	Fastway Trailer Products - Zips, Chocks, Locks

No.	Vendor Name	PO Open Unbilled Amount	Description
23	SUN SHYE DAR ENTERPRISE CO. LTD	\$177,984.26	Fastway Trailer Products - Zips, Locks, Etc
24	SUN SHYE DAR ENTERPRISE CO. LTD	\$177,722.76	Fastway Trailer Products - Zips, Locks, Etc
25	Quality Steel Products, INC.	\$173,669.50	Forged Heads
26	Quality Steel Products, INC.	\$173,669.50	Forged Heads
27	SUN SHYE DAR ENTERPRISE CO. LTD	\$167,277.00	Fastway Trailer Products - Zips, Locks, Etc
28	Capital Steel	\$163,680.00	6K, & 12K Arm Material
29	SUN SHYE DAR ENTERPRISE CO. LTD	\$160,247.50	Solid Steel Ball Mounts
30	Poul Chang International Co. LTD	\$154,635.00	Hitch Balls
31	PTC Alliance	\$142,480.44	10k & 14K Socket Material
32	Poul Chang International Co. LTD	\$142,251.80	Hitch Balls
33	PTC Alliance	\$139,904.83	6, 10, & 14K Socket Material
34	Poul Chang International Co. LTD	\$139,851.40	Hitch Balls
35	PTC Alliance	\$139,491.41	6, 10, & 14K Socket Material
36	PTC Alliance	\$139,014.99	10K Socket Material
37	PTC Alliance	\$137,548.42	10k & 14K Socket Material
38	PTC Alliance	\$137,548.42	10k & 14K Socket Material
39	PTC Alliance	\$137,548.42	10k & 14K Socket Material
40	Poul Chang International Co. LTD	\$136,687.40	Hitch Balls
41	Poul Chang International Co. LTD	\$118,476.80	Hitch Balls
42	Nucor Steel	\$115,496.00	Steel Flats
43	Green Flag Metals	\$113,071.20	10K Arm Material
44	Green Flag Metals	\$113,071.20	10K Arm Material
45	Hydro Extrusions USA, LLC	\$100,200.00	Aluminum

(iii)

The Company is in receipt of open sales orders from the following Customers, each of which may be cancelable at the option of the Customer:

1. Keystone Automotive Operations, Inc
2. Camping World Corporate
3. Arrow Distributing
4. Northern Wholesale Supply
5. Keller Marine & RV

6. Atlas Trailer Coach Products
7. Salem Distributors
8. Foland Sales, Inc.

(iv)

The Company has issued open purchase orders to the following Vendors:

1. SUN SHYE DAR ENTERPRISE CO. LTD
2. Austin International Manufacturing
3. Nucor Steel
4. Capital Steel
5. Quality Steel Products, INC.
6. Poul Chang International Co. LTD
7. Hydro Extrusions USA, LLC
8. PTC Alliance
9. Gerdau Ameristeel US Inc.

(v)

1. License Agreement, dated December 22, 2006, by and between the Company (as licensee) and FastWay RV LLP (as licensor)

(vi)

1. None

(vii)

1. None

(viii)

1. Asset Purchase Agreement, dated December 15, 2006, by and between the Company (as buyer) and FastWay RV LLP (as seller)
2. Asset Purchase and Sale Agreement, dated as of February 18, 2013, by and among DiversiTech Corporation, a Utah corporation, Paul Budge, an individual, and the Company. Pursuant to this agreement, the Company purchased assets related to

aluminum ball mount line from DiversiTech. All payment obligations by the Company have been satisfied and the only remaining Company obligations are related to confidentiality.

(ix)

1. None

(x)

1. License Agreement, dated December 22, 2006, by and between the Company (as licensee) and FastWay RV LLP (as licensor)
2. Intellectual Property License Agreement, dated August 1, 2014, by and between the Company (as licensor) and R.V. Electronics, Pty., Ltd. (as licensee)
3. The Company Authorized Reseller Policy, effective October 15, 2018 as applies generally to all resellers of Company products.

(xi)

1. Non-Compete and Confidentiality Agreement, dated March 8, 2007, by and between the Company, Austin International Mfg, Inc., and Pro Eagle.
2. The Company Authorized Reseller Policy, effective October 15, 2018 as applies generally to all resellers of Company products.
3. The Company United States Minimum Advertised Price Policy, effective December 3, 2018 as applies generally to all resellers of Company products.
4. The Company Authorized Distributor Policy, effective October 15, 2018 Standard Terms and Conditions of Sales as applies generally to all resellers of Company products.

(xii)

1. None

(xiii)

1. None

(xiv)

1. None

(xv)

1. None

(xvi)

1. Lease Agreement, dated September 1, 2015, by and between the Company (Tenant) and BEAM, LLC (Landlord)

(xvii)

1. LG Resources Temporary Employee Agreement, dated October 23, 2014, by and between Progress Mfg. Inc. and LG Resources
2. Service Agreement, dated August 19, 2013, by and between Progress Mfg. Inc. and Nexeo, LLC

(xviii)

1. None

(xix)

1. None

(xx)

1. LG Resources Temporary Employee Agreement, dated October 23, 2014, by and between Progress Mfg. Inc. and LG Resources

(xxi)

1. None

(xxii)

1. Assignment Agreement, dated November 29, 2021, by and between Progress Mfg. Inc. and BEAM, LLC regarding the 2012 Coachman Motorhome.
2. Bill of Sale, dated November 29, 2021, by and between Progress Mfg. Inc. and Jed Kent Anderson Trust, regarding the 2005 Trail Bay Travel Trailer, the 2001 Chevrolet 2500 HD Truck and the 2004 Big Tex Red Trailer.

Section 3.09

Litigation

1. The Company was listed as a defendant in a New Jersey Superior Court complaint about strict liability in February 2020. Plaintiff is Progressive Garden State Insurance Company, in its own right and as subrogee of Victor Razumov, Maria Razumov and Alexey Razumov. Defendants are Camping World RV Sales d/b/a Camping World of Akron, Umialik Insurance Company, John Doe Installer 1-5, John Doe Manufacturer 1-5, John Doe Insurer 1-5 and the Company (Progress Mfg. Inc.). The plaintiff accused the Company of designing and manufacturing a trailer hitch involved in a vehicle accident. This matter has been tendered to the Company's insurer which has accepted its obligation to defend. To the Knowledge of Sellers, there is a settlement agreement, that has been agreed to in principle pending signature of the plaintiff. Assuming such settlement agreement is signed by all parties thereto, the Company will not have any payment or other obligations following the effectiveness of such settlement agreement.

Section 3.12(a)

Company Registered IP

1. Patent

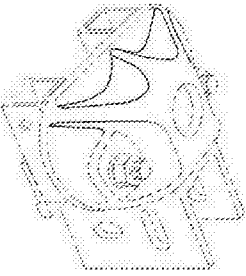
<u>Name of the registration/issuance or application</u>	<u>Record owner and title of such item</u>	<u>Jurisdiction in which such item is issued, registered or applied for</u>	<u>Issuance, Registration, or Application number</u>	<u>Date of Application, Issuance and/or Registration</u>
Trailer Hitch Head & Method of Manufacture	Progress Mfg. Inc.	US	7,025,370	04/11/2006
Apparatus for Raising a Spring Arm on a Trailer Hitch	Progress Mfg. Inc.	US	7,934,742	05/03/2011 (11.5 year fee deadline 05/03/2023)
Over Center Clamping Wheel Chocks	Progress Mfg. Inc.	US	8,499,899	08/06/2013 (11.5 year fee deadline 08/06/2025)
Trailer Hitch System	Progress Mfg. Inc.	US	8,490,999	07/23/2013 (11.5 year fee deadline 07/23/2025)
Attachment for a Trailer Hitch Bracket	Progress Mfg. Inc.	US	7,967,320	06/28/2011 (11.5 year fee deadline 06/28/2023)
Sway Control Hitch	Progress Mfg. Inc.	US	8,833,789	09/16/2014 (7.5 year fee deadline 09/16/2022)
Apparatus for Leveling a Trailer and Dampening Sway	Progress Mfg. Inc.	US	8,550,486	10/08/2013 (11.5 year fee deadline 10/08/2025)
Retractable Jack Foot	Progress Mfg. Inc.	US	8,500,102	08/06/2013 (11.5 year fee deadline 08/06/2025)

Dual-Attachment System for a Sway Control Hitch	Progress Mfg. Inc.	US	8,628,107	01/14/2014 (11.5 year fee deadline 01/14/2026)
Trailer Breakaway Switch Cable	Progress Mfg. Inc.	US	8,701,842	04/22/2014 (11.5 year fee deadline 04/22/2026)
Jack Foot Retraction System	Progress Mfg. Inc.	US	8,876,085	11/04/2014 (7.5 year deadline 11/04/2022)
Recessed Clamping Bolt System for Sway Control Hitch Bracket	Progress Mfg. Inc.	US	10,035,391	07/31/2018 (3.5 year fee deadline 08/01/2022)
Trailer Hitch System	Progress Mfg. Inc.	US	10,252,588	04/09/2019 (3.5 year deadline due 04/10/2023)
Retractable Jack Foot	Progress Mfg. Inc.	US	9,321,434	04/26/2016 (7.5 year fee deadline 04/26/2024)
System and Method for Reinforcing an Adjustable Trailer Hitch	Progress Mfg. Inc.	US	9,352,624	05/31/2016 (7.5 year fee deadline 05/31/2024)
Rotating Retainer Clip for Weight Distribution Hitch Spring Arm Retaining Pin	Progress Mfg. Inc.	US	9,579,940	02/28/2017 (7.5 year fee deadline 02/28/2025)
Apparatus and Method of Installing an Internal Locking Ring to Reinforce an Adjustable Trailer Hitch	Progress Mfg. Inc.	US	9,844,986	12/19/2017 (7.5 year deadline 12/19/2025)

Trailer Bracket for Sway Control Towing System	Progress Mfg. Inc.	US	10,675,931	06/09/2020 (3.5 year fee deadline 06/10/2024)
Adjustable Trailer Hitch Ball Mount with Integral Lock	Progress Mfg. Inc.	US	10,800,219	10/13/2020 (3.5 year deadline 10/15/2024)
Apparatus and Method for Measuring Force on Weight Distribution Hitches	Progress Mfg. Inc.	US	10,960,719	03/30/2021 (3.5 year fee deadline 03/31/2025)
Jack Foot Retraction System	Progress Mfg. Inc.	US	10,252,381	04/09/2019 (3.5 year fee deadline 04/10/2023)
System and Method for Attaching a Trailer to a Tow Vehicle	Progress Mfg. Inc.	US	16/657,884	Filed 10/18/2019
Trailer Hitch System with Scale Ball Mount	Progress Mfg. Inc.	US	16/840,232	Filed 04/03/2020
A&M For Determining Weight Distribution (Laser)	Progress Mfg. Inc.	US	16/933,767	Filed 07/22/2020
Powered Arm Lifter System and Method of Automating Weight Distribution.	Progress Mfg. Inc.	US	17/468,547	Filed 09/07/2021
Automatic Weight Distribution System and	Progress Mfg. Inc.	US	17/468,545	Filed 09/02/2021

Method With Continuous Monitoring				
Improved Trailer Breakaway Switch Cable	Progress Mfg. Inc.	Canada	2,713,271	08/06/2013
Pivoting Jack Foot Retraction System-CA	Progress Mfg. Inc.	Canada	2,714,926	06/17/2014
System and method for attaching a trailer to a tow vehicle - (Speed Shank (New))	Progress Mfg. Inc.	Canada	App. No. CA3069599	01/24/2020
Zip-AU - Improved trailer breakaway switch cable	Progress Mfg. Inc.	Australia	2,010,214,757	04/03/2014 (fees paid to 08/25/2022)
Pivoting Jack Foot Retraction System-AU	Progress Mfg. Inc.	Australia	2,010,219,417	04/26/2013 (fees paid to 09/13/2022)
System and Method for Attaching a Trailer to a Tow Vehicle	Progress Mfg. Inc.	Australia	Pending Application No. 2020200552	Filed 01/24/2020

2. Trademarks

<u>Name of the registration/issuance or application</u>	<u>Record owner and title of such item</u>	<u>Jurisdiction in which such item is issued, registered or applied for</u>	<u>Issuance, Registration, or Application number</u>	<u>Date of Application, Issuance and/or Registration</u>
EQUAL-I-ZER	Progress Mfg. Inc.	US	1991275	Registered: 08/16/1996. Next renewal due 08/16/2026
4 POINT SWAY CONTROL (and Design)	Progress Mfg. Inc.	US	2727139	Issued 06/17/2003. Next renewal due 06/17/2023
Design Configuration of the wing portion of ^a hitch head.	Progress Mfg. Inc.	US	3040496	Registered 01/10/2006. Next renewal due 01/10/2026
				
4 POINT SWAY CONTROL	Progress Mfg. Inc.	US	3226705	Registered 04/10/2007. Next renewal due 04/10/2027
FASTWAY	Progress Mfg. Inc.	US	3058199	Registered 02/07/2006. Renewal due 02/07/2026
E2	Progress Mfg. Inc.	US	5462141	05/08/2018 Declaration of Use due 05/05/2024

<u>Name of the registration/issuance or application</u>	<u>Record owner and title of such item</u>	<u>Jurisdiction in which such item is issued, registered or applied for</u>	<u>Issuance, Registration, or Application number</u>	<u>Date of Application, Issuance and/or Registration</u>
INTEGRATED SWAY CONTROL	Progress Mfg. Inc.	US	4718257	04/07/2015 Renewal due 04/07/2025
EQUAL-I-ZER	Progress Mfg. Inc.	Canada	TMA714433	05/15/2008 Renewal due 05/15/2023

3. Copyrights

None

4. Domain Names

The Company is the registered owner of the following domain names:

- 1stinswaycontrol.com
- 1stinswaycontrol.info
- 1stinswaycontrol.net
- 1stinswaycontrol.us
- 2pointswaycontrol.com
- 4pointswaycontrol.com
- 4pointswaycontrol.net
- bettertow.com
- buyfastway.com
- couplerlocks.com
- diversi-tech.com
- diversi-tech.info
- diversi-tech.net
- dtproducts.net

- e2hitch.com
- eqhit.ch
- eqhitch.com
- equalizerhit.ch
- equalizerhitch.biz
- equalizerhitch.ca
- equalizerhitch.com
- equalizerhitch.info
- equalizerhitch.net
- equalizerhitch.org
- equalizerhitch.us
- fasttrailer.com
- fastwaychuck.com
- fastwayequine.com
- fastwayfarm.com
- fastwayflip.com
- fastwayhorse.com
- fastwayhorsetrailer.com
- fastwaymarine.com
- fastwayonestep.com
- fastwayrv.ca
- fastwayrv.com
- fastwaytrailer.ca
- fastwaytrailer.com
- fastwaytrailerproducts.com
- fastwayzip.com
- firstinswaycontrol.com
- firstinswaycontrol.info
- firstinswaycontrol.net
- firstinswaycontrol.us

- fstwy.co
- gethitchedright.com
- gotowing.com
- happytvring.com
- happyvalleytv.biz
- happyvalleytv.com
- happyvalleytv.info
- happyvalleytv.net
- integratedswaycontrol.com
- myequalizerhitch.com
- mynewhitch.com
- progresmfg.com
- progresslibrary.com
- progressmanufacturing.biz
- progressmanufacturing.com
- progressmanufacturing.us
- progressmfg.biz
- progressmfg.com
- progressmfg.net
- progressmfg.us
- progressmfginc.com
- progressmfginc.net
- progressmfg.com
- progressmfg.com
- progressuca.com
- simple-weigh.com
- stoptrailersway.com
- swaycontrol.com
- towsafely.com
- trailerhitch.net

- trailerhitchsource.com
- usemyhitch.com
- weigh-simple.com
- weighsimple.com

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Section 3.12(b)

Company Owned Software

1. None

Section 3.12(c)

IP Non-Contravention

1. None

Section 3.12(g)

Infringement

1. The Company believes that Rondo Enterprises, Inc. (“Rondo”) directly infringes and has induced infringement of U.S. Patent No. 8,701,842 (the “‘842 Patent”) through the sales of a coiled cable (x) through Rondo’s website, (y) through eBay, and (z) potentially through Rondo’s retail store. On August 30, 2019, the Company sent a letter to Rondo describing its allegations of Rondo’s infringement of the ‘842 Patent and demanding that Rondo cease and desist such infringement. On October 11, 2019, Rondo responded to the letter, denying any infringement of the ‘842 Patent and alleging that the ‘842 Patent is invalid based on prior art not considered by the U.S. Patent and Trademark Office during prosecution. Given the relatively small amount of sales by Rondo of the allegedly infringing product, the Company does not consider this matter to be material and has chosen not to continue to pursue a claim against Ronado.
2. From time to time, the Company discovers that third party sellers operating on amazon.com are potentially infringing, misappropriating or otherwise violating the Company’s U.S. Patent No. 8,701,842. Upon discovery of these circumstances, the Company proceeds with the amazon.com infringement resolution process. While some products have been removed from amazon.com, currently 37 listings remain available on the website for purchase ranging in price from \$7.72 to \$35.99. The Company believes that the historical and current infringement on amazon.com have not had and will not have a material impact on the Company.
3. Elkhart Supply Company (“ESCO”) promoted a coiled cable in magazines (RV News July 2021 issue, page 155) which came to the attention of the Company in or around September 2021 and at a trade show in or around the last week of October 2021. The Company believes the ESCO coiled cable infringes upon the Company’s Owned Intellectual Property Rights described in U.S. Patent No. 8,701,842 and the Company is still investigating and determining a course of action. The Company does not believe the infringement is material and has not contacted ESCO. The possible infringing product is not present on ESCO’s publicly available website (www.escousa.net).

Section 3.14

License and Permits

1. Business License by Provo City Licensing

Section 3.15

Finder's Fees

1. Fee payable to Donnelly Penman & Partners pursuant to that certain letter agreement dated June 25, 2021, from Donnelly Penman & Partners Company as agreed and accepted by the Company.

Section 3.16(a)

Material Employee Plans

1. The Company provides the following benefits for its employees:
 - a. Medical Insurance (MotivHealth)
 - b. Life and Accidental Insurance (Equitable)
 - c. Short-Term Disability (Equitable)
 - d. Long-Term Disability (Equitable)
 - e. 401K plan (Pensions Plus; Soltis; Empower)
 - f. HSA Plan (HealthEquity)
 - g. Vacation Pay
 - h. Personal / Sick Pay
 - i. Holiday Pay
 - j. Bereavement Leave
 - k. Department Performance Incentive
 - l. Individual Performance Incentive

2. The Company sponsors these employee benefit options, at its employees' cost:
 - a. Dental Insurance (Ameritas)
 - b. Supplemental Insurance Plans (Guardian)
 - i. Accident Plan (off job)
 - ii. Critical Illness
 - iii. Hospital
 - iv. Life Insurance
 - c. Cafeteria Plan – Dependent Care (National Benefit Service)

Section 3.16(g)

Transaction Bonus; Vesting

The Company intends to grant transaction bonuses to the below individuals in the amounts set forth in the "Transaction Bonus" column below, 50% of which will be payable at the Closing and 50% of which will be payable 60 days following the Closing, provided that the applicable employee is employed by the Company on such date. To the extent that an applicable employee is not employed by the Company on the 60th day following the Closing, such that the portion of the transaction bonus that would otherwise be payable to such employee 60 days following the Closing is forfeited, such forfeited portion will be redistributed to the employees described below who are employed by the Company on such date on a pro-rata basis on the amount of an employee's transaction bonus relative to other employees. All such bonuses (together with any associated 401(k) contributions and the employer portion of any Taxes related to such bonuses, each as estimated below) shall be treated as Company Transaction Expenses.

Last name, First name	Transaction Bonus	3% 401K	FICA	Total
Mathews, Michael	217,561.06	6,526.83	16,643.42	240,731.31
Turner, Nathaniel	169,012.64	5,070.38	12,929.47	187,012.49
Harper, Jason	133,940.82	4,018.22	10,246.47	148,205.52
Gilson, Lori	93,246.96	2,797.41	7,133.39	103,177.76
Stratton, James	77,888.30	2,336.65	5,958.45	86,183.40
McCann, Deven	61,595.20	1,847.86	4,712.03	68,155.09
Crouch, Lon	61,154.09	1,834.62	4,678.29	67,667.00
Jarvis, Jeff	56,725.06	1,701.75	4,339.47	62,766.28
Binks, Steven	41,991.79	1,259.75	3,212.37	46,463.92
Morris, Rand	36,673.44	1,100.20	2,805.52	40,579.17
Binks, Jason	35,154.91	1,054.65	2,689.35	38,898.91
Dewsnup, Kim	31,078.04	932.34	2,377.47	34,387.85
Benitez, Francisco	30,857.29	925.72	2,360.58	34,143.60
Andrew, Justin	29,947.67	898.43	2,291.00	33,137.10
Correa, Claudio	26,548.60	796.46	2,030.97	29,376.03
Wall, Brandon	24,004.78	720.14	1,836.37	26,561.29
Medina, Cesar	21,522.06	645.66	1,646.44	23,814.16
Munford, D.	18,431.30	552.94	1,409.99	20,394.24
Alvarez, Rosa	17,323.40	519.70	1,325.24	19,168.34
Hunt, Patrick	17,140.13	514.20	1,311.22	18,965.56
Darrington, Matt	14,064.54	421.94	1,075.94	15,562.41
Barnes, Matthew	13,672.95	410.19	1,045.98	15,129.12
Nesbit, Makelle	13,037.95	391.14	997.40	14,426.49
Ferre, Tyler	11,127.63	333.83	851.26	12,312.72

Last name, First name	Transaction Bonus	3% 401K	FICA	Total
Lundgreen, David	10,448.87	313.47	799.34	11,561.68
Nelson, Kaulin	9,972.44	299.17	762.89	11,034.51
Irvine, Jason	8,593.18	257.80	657.38	9,508.35
Hymas, Jordan	7,987.52	239.63	611.05	8,838.20
Weaver, Staci	6,951.60	208.55	531.80	7,691.95
Cramer, Cameron	6,853.57	205.61	524.30	7,583.48
Saasa, Imasiku	6,613.49	198.40	505.93	7,317.82
Chavez, Brian	6,069.61	182.09	464.33	6,716.03
Gonzales, Emmarie	4,600.72	138.02	351.96	5,090.70
Gabaldon, Joseph	4,507.96	135.24	344.86	4,988.06
Contreras, Ignacio	4,272.66	128.18	326.86	4,727.70
Barrera, Edward	4,250.03	127.50	325.13	4,702.66
Czirr, Gerson	4,227.41	126.82	323.40	4,677.63
Jones, Christine	4,227.41	126.82	323.40	4,677.63
Castro, Adrian	4,089.40	122.68	312.84	4,524.92
Butler, Jason	3,933.28	118.00	300.90	4,352.18
Briggs, Symon	3,892.56	116.78	297.78	4,307.12
Gonzales, Benjamin	3,856.36	115.69	295.01	4,267.06
Cruz, Angel	3,820.16	114.60	292.24	4,227.01
Gonzales, Noel	3,799.27	113.98	290.64	4,203.90
Condie, Jacen	3,578.68	107.36	273.77	3,959.81
Sida, Sacston	3,569.02	107.07	273.03	3,949.12
Gonzales, Emmanuel	3,342.77	100.28	255.72	3,698.77
Ryan, Jared	2,623.64	78.71	200.71	2,903.06
	1,379,782.26	41,393.47	105,553.34	1,526,729.07

Section 3.16(i)

Employees and Independent Contractors

Employer	Employee's Name	Status	Job Title	Location	Hire Date	Employment Status	Pay Type	Pay Rate ^a
Progress Mfg Inc	Alvarez, Rosa	Active	Machine Operator 2, Lvl 1	Utah	03/06/2008	Full-Time	Hourly	\$ 20.45
Progress Mfg Inc	Anderson, Britton	Active	General Labor (LVL 1)	Utah	05/05/2020	Part-Time	Hourly	\$ 11.25
Progress Mfg Inc	Anderson, Jed	Active	CEO	Utah	03/15/1994	Full-Time	Annual Base Salary	\$ 180,000.00
Progress Mfg Inc	Andrew, Justin	Active	Production Supervisor	Utah	12/16/2013	Full-Time	Annual Base Salary	\$ 64,000.00
Progress Mfg Inc	Armour, Trae	Active	General Labor (LVL 1)	Utah	06/24/2020	Full-Time	Hourly	\$ 14.25
Progress Mfg Inc	Asay, Andrew	Active	Shipping Clerk	Utah	08/17/2020	Full-Time	Hourly	\$ 16.25
Progress Mfg Inc	Barnes, Matthew	Active	Product Eng, Lvl 3	Utah	04/16/2014	Full-Time	Annual Base Salary	\$ 83,000.00
Progress Mfg Inc	Barrera, Edward	Active	Shipping Clerk - LTL	Utah	05/14/2019	Full-Time	Hourly	\$ 17.80
Progress Mfg Inc	Barrera, Natalie	Active	Shipping Clerk	Utah	03/29/2021	Full-Time	Hourly	\$ 14.50
Progress Mfg Inc	Benniez, Francisco	Active	Production Supervisor	Utah	08/15/2012	Full-Time	Annual Base Salary	\$ 62,500.00
Progress Mfg Inc	Binks, Jason	Active	Inside Sales Manager	Utah	03/31/2014	Full-Time	Annual Base Salary	\$ 70,000.00
Progress Mfg Inc	Binks, Joshua	Active	CFO	Utah	03/06/2000	Full-Time	Annual Base Salary	\$ 181,500.00

Progress Mfg Inc	Binks, Landon	Active	General Labor (LVL 1)	Utah	06/26/2020	Full-Time	Hourly	\$ 13.00
Progress Mfg Inc	Binks, Steven	Active	HR Generalist	Utah	09/29/2014	Full-Time	Annual Base Salary	\$ 67,500.00
Progress Mfg Inc	Bishop, Tyler	Active	Machine Operator 2, Lvl 1	Utah	05/27/2021	Full-Time	Hourly	\$ 17.00
Progress Mfg Inc	Black, Kayla	Active	HR Assistant/Receptionist	Utah	06/14/2021	Part-Time	Hourly	\$ 14.00
Progress Mfg Inc	Briggs, Symon	Active	Machine Operator 2, Lvl 1	Utah	11/07/2016	Full-Time	Hourly	\$ 16.82
Progress Mfg Inc	Brink, Ryan	Active	Facilities Maintenance Technician	Utah	11/10/2021	Full-Time	Hourly	\$ 18.00
Progress Mfg Inc	Butler, Jason	Active	Flash Assembler, Lvl 2	Utah	12/05/2017	Full-Time	Hourly	\$ 17.00
Progress Mfg Inc	Castro, Adrian	Active	Machine Operator 2, Lvl 1	Utah	11/07/2016	Full-Time	Hourly	\$ 18.25
Progress Mfg Inc	Chavarin, Jose	Active	Machine Operator 1, Lvl 1	Utah	11/11/2020	Full-Time	Hourly	\$ 15.00
Progress Mfg Inc	Chavez, Brian	Active	Graphic Designer II	Utah (Remote)	08/27/2018	Full-Time	Annual Base Salary	\$ 54,000.00
Progress Mfg Inc	Cherrington, Tagen	Active	Customer Service Representative	Utah	08/04/2021	Part-Time	Hourly	\$ 13.75
Progress Mfg Inc	Clayton, Abby	Active	Accounting Intern	Utah	11/04/2020	Part-Time	Hourly	\$ 15.00
Progress Mfg Inc	Condie, Jacen	Active	Sales Account Representative	Utah (Remote)	03/27/2017	Full-Time	Annual Base Salary	\$ 63,000.00
Progress Mfg Inc	Condie, Luke	Active	Customer Service Representative	Utah	08/10/2021	Part-Time	Hourly	\$ 13.75
Progress Mfg Inc	Contreras, Ignacio	Active	Welder	Utah	12/17/2018	Full-Time	Hourly	\$ 19.00

Progress Mfg Inc	Correa, Claudio	Active	Maintenance Tech, Lvl 2	Utah	03/07/2002	Full-Time	Hourly	\$ 26.54
Progress Mfg Inc	Cramer, Cameron	Active	Quality Inspector, Lvl 2	Utah	01/12/2016	Full-Time	Hourly	\$ 19.42
Progress Mfg Inc	Crouch, Lon	Active	Quality Engineer Manager	Utah	10/16/2006	Full-Time	Annual Base Salary	\$ 93,264.00
Progress Mfg Inc	Cruz, Angel	Active	Accounting Clerk	Utah	01/30/2017	Full-Time	Hourly	\$ 16.50
Progress Mfg Inc	Czirt, Gerson	Active	Machine Operator 2, Lvl 2	Utah	10/29/2018	Full-Time	Hourly	\$ 18.30
Progress Mfg Inc	Darrington, Matt	Active	Sales Account Representative	Idaho (Remote)	5/15/2020/ Original Hire Date: 11/24/2014	Full-Time	Annual Base Salary	\$ 71,100.00
Progress Mfg Inc	Deshler, Avery	Active	Quality Inspector, Lvl 1	Utah	01/06/2021	Full-Time	Hourly	\$ 15.00
Progress Mfg Inc	Dewsnup, Kim	Active	Sales Account Representative	Utah	08/09/2010	Full-Time	Annual Base Salary	\$ 90,000.00
Progress Mfg Inc	Elliott, Owen	Active	General Labor (LVL 1)	Utah	06/07/2021	Part-Time	Hourly	\$ 10.00
Progress Mfg Inc	Elliott, Richard	Active	Director of Sales & Marketing	Utah	08/05/1996	Full-Time	Annual Base Salary	\$ 145,000.00
Progress Mfg Inc	England, Paige	Active	Machine Operator 2, Lvl 1	Utah	10/19/2020	Full-Time	Hourly	\$ 16.00
Progress Mfg Inc	Ferre, Tyler	Active	Inside Sales	Utah	12/02/2014	Full-Time	Annual Base Salary	\$ 57,900.00
Progress Mfg Inc	Gabaldon, Joseph	Active	Machine Operator 2, Lvl 1	Utah	12/05/2017	Full-Time	Hourly	\$ 20.00
Progress Mfg Inc	Gilson, Lori	Active	Marketing Manager	Utah (Remote)	10/07/2013	Full-Time	Annual Base Salary	\$ 108,000.00
Progress Mfg Inc	Gonzales, Benjamin	Active	Packager, Lvl 2	Utah	11/06/2017	Full-Time	Hourly	\$ 16.66

Progress Mfg Inc	Gonzales, Emmanuel	Active	Flash Sander	Utah	07/23/2018	Full-Time	Hourly	\$ 15.50
Progress Mfg Inc	Gonzales, Emmanrie	Active	Machine Operator 2, Lvl 2	Utah	05/30/2017	Full-Time	Hourly	\$ 19.95
Progress Mfg Inc	Gonzales, Noel	Active	Shipping Clerk	Utah	2/18/2020 Original Hire Date: 3/26/2018	Part Time (Prorated)	Hourly	\$ 16.00
Progress Mfg Inc	Gonzalez, Victor	Active	Machine Operator 1, Lvl 1	Utah	6/26/2020 Original Hire Date: 3/12/2018	Full-Time	Hourly	\$ 15.00
Progress Mfg Inc	Hardman, Rick	Active	Digital Marketing Manager	Utah	08/12/2021	Full-Time	Annual Base Salary	\$ 75,000.00
Progress Mfg Inc	Harper, Jason	Active	Product Eng Manager	Utah	05/22/2007	Full-Time	Annual Base Salary	\$ 109,011.00
Progress Mfg Inc	Hatch, Daniel	Active	Customer Service Representative	Utah	04/27/2021	Part-Time	Hourly	\$ 14.25
Progress Mfg Inc	Herdegen, Victoria	Active	Receptionist	Utah	12/14/2020	Part-Time	Hourly	\$ 12.00
Progress Mfg Inc	Hernandez, Hugo	Active	Maintenance Tech, Lvl 2	Utah	06/25/2020	Full-Time	Hourly	\$ 24.49
Progress Mfg Inc	Hunt, Patrick	Active	Sales Account Representative	Utah	06/15/2016	Full-Time	Annual Base Salary	\$ 81,000.00
Progress Mfg Inc	Hurd, Stanley	Active	Machine Operator 2, Lvl 1	Utah	01/11/2021	Full-Time	Hourly	\$ 15.75
Progress Mfg Inc	Hymas, Jordan	Active	Manufacturing Eng, Lvl 1	Utah	03/25/2019	Full-Time	Annual Base Salary	\$ 72,632.00
Progress Mfg Inc	Irvine, Jason	Active	Sales Account Representative	Utah	11/09/2017	Full-Time	Annual Base Salary	\$ 71,100.00
Progress Mfg Inc	Israelson, Nathan	Active	PR/Marketing Coordinator	Utah (Remote)	12/30/2019	Full-Time	Hourly	\$ 25.00
Progress Mfg Inc	Jarvis, Jeff	Active	Purchasing Supervisor	Utah	09/28/2005	Full-Time	Annual Base Salary	\$ 64,000.00

Progress Mfg Inc	Johnson, Kyle	Active	IC/Receiving Clerk	Utah	07/20/2020	Full-Time	Hourly	\$ 16.16
Progress Mfg Inc	Jones, Christine	Active	Machine Operator 2, Lvl 1	Utah	04/09/2018	Full-Time	Hourly	\$ 19.00
Progress Mfg Inc	Kenworthy, Jacob	Active	Accounting Intern	Utah	09/09/2020	Part-Time	Hourly	\$ 14.50
Progress Mfg Inc	Knighton, Blake	Active	Quality Inspector, Lvl 1	Utah	10/06/2021	Part-Time	Hourly	\$ 13.50
Progress Mfg Inc	Lundgreen, David	Active	Product Eng, Lvl 3	Utah	08/28/2017	Full-Time	Annual Base Salary	\$ 95,260.00
Progress Mfg Inc	Lunt, Quinn	Active	Buyer	Utah	01/04/2021	Full-Time	Hourly	\$ 17.00
Progress Mfg Inc	Marz, Natalie	Active	Social Media Coordinator	Utah (Remote)	03/15/2021	Full-Time	Hourly	\$ 18.00
Progress Mfg Inc	Mathews, Michael	Active	Director of Operations	Utah	07/15/2002	Full-Time	Annual Base Salary	\$ 160,000.00
Progress Mfg Inc	Mauernan, Kate	Active	General Labor (LVL 1)	Utah	06/09/2021	Part-Time	Hourly	\$ 10.00
Progress Mfg Inc	Mauernan, Kenneth	Active	Director of Engineering	Utah	02/04/1997	Full-Time	Annual Base Salary	\$ 129,000.00
Progress Mfg Inc	McCann, Devan	Active	Sales Account Representative	Utah	03/22/2010	Full-Time	Annual Base Salary	\$ 90,000.00
Progress Mfg Inc	Medina, Cesar	Active	Machine Operator 2, Lvl 1	Utah	04/17/2006	Full-Time	Hourly	\$ 21.72
Progress Mfg Inc	Morgan, Talon	Active	Flash Assembler, Lvl 1	Utah	10/12/2021 Original Hire Date: 6/25/2020	Part-Time	Hourly	\$ 15.75
Progress Mfg Inc	Morris, Rand	Active	Accounting Manager	Utah	11/15/2013	Full-Time	Annual Base Salary	\$ 81,000.00
Progress Mfg Inc	Munford, D.	Active	Customer Service Lead	Utah	04/05/2011	Full-Time	Annual Base Salary	\$ 54,300.00

Progress Mfg Inc	Nelson, Karlin	Active	Machinist Lvl 3	Utah	10/19/2015	Full-Time	Hourly	\$ 29.00
Progress Mfg Inc	Nesbit, Makelle	Active	Senior Accountant-Payroll	Utah (Remote)	07/23/2007	Part Time (Prorated)	Hourly	\$ 26.00
Progress Mfg Inc	Pluim, Ben	Active	Web Developer	Utah	10/12/2020	Full-Time	Annual Base Salary	\$ 52,000.00
Progress Mfg Inc	Porter, Mathew	Active	Machine Operator 2, Lvl 1	Utah	11/15/2021	Full-Time	Hourly	\$ 18.00
Progress Mfg Inc	Richins, Holden	Active	Special Projects Welder/Machine Operator	Utah	04/27/2021	Full-Time	Hourly	\$ 16.00
Progress Mfg Inc	Ryan, Jared	Active	Jr. System Administrator	Utah	10/17/2019	Part Time (Prorated)	Hourly	\$ 23.00
Progress Mfg Inc	Saasa, Imasiku	Active	System Administrator	Utah	04/25/2019	Full-Time	Annual Base Salary	\$ 60,000.00
Progress Mfg Inc	Shelley, Weston	Active	Packager, Lvl 2	Utah	11/03/2020	Full-Time	Hourly	\$ 16.00
Progress Mfg Inc	Shultz, Blaise	Active	IC/Receiving Clerk	Utah	02/01/2021	Full-Time	Hourly	\$ 16.00
Progress Mfg Inc	Sida, Sacston	Active	Grinder/Cleaner	Utah	10/24/2019	Full-Time	Hourly	\$ 16.00
Progress Mfg Inc	Siecle, Justin	Active	Packager, Lvl 1	Utah	8/16/2021 Original Hire Date: 1/9/2017	Full-Time	Hourly	\$ 15.50
Progress Mfg Inc	Stratton, James	Active	Sales Account Representative	Utah	05/18/2004	Full-Time	Annual Base Salary	\$ 90,000.00
Progress Mfg Inc	Stubbs, Morgan	Active	Flash Assembler, Lvl 1	Utah	07/26/2021	Full-Time	Hourly	\$ 15.50
Progress Mfg Inc	Syndergaard, Jason	Active	Accounting Clerk	Utah	08/02/2021	Full-Time	Annual Base Salary	\$ 49,000.00
Progress Mfg Inc	Toomey, Adam	Active	Web & Graphic Designer	Utah	10/05/2020	Full-Time	Annual Base Salary	\$ 50,000.00

Progress Mfg Inc	Tracy, Colin	Active	Web Developer	Utah	11/28/2016	Part-Time	Hourly	\$ 31.73
Progress Mfg Inc	Turner, Nathaniel	Active	Chief Information Officer	Utah	08/07/2007	Full-Time	Annual Base Salary	\$ 152,000.00
Progress Mfg Inc	Wall, Brandon	Active	Maintenance Manager	Utah	11/19/2018	Full-Time	Annual Base Salary	\$ 75,100.00
Progress Mfg Inc	Wareham, Johnathan	Active	Machine Operator 2, Lvl 1	Utah	8/10/2020 Original Hire Date: 3/18/2020	Part-Time	Hourly	\$ 14.14
Progress Mfg Inc	Weaver, Staci	Active	Shipping Lead	Utah	06/02/2014	Full-Time	Hourly	\$ 19.57
Progress Mfg Inc	Wood, Austin	Active	Machine Operator 2, Lvl 1	Utah	07/30/2020	Full-Time	Hourly	\$ 18.25

Section 3.18

Related Party Arrangement

(a)

1. BEAM, LLC is an entity owned and/or controlled by Sellers and is landlord to the Company pursuant to that certain Lease Agreement, dated September 1, 2015, by and between the Company and BEAM, LLC
2. Anderson is an employee with the Company
3. Elliott is an employee with the Company
4. Binks is an employee with the Company
5. Mauerman is an employee with the Company
6. Assignment Agreement, dated November 29, 2021, by and between Progress Mfg. Inc. and BEAM, LLC regarding the 2012 Coachman Motorhome
7. Bill of Sale, dated November 29, 2021, by and between Progress Mfg. Inc. and Jed Kent Anderson Trust, regarding the 2005 Trail Bay Travel Trailer, the 2001 Chevrolet 2500 HD Truck, and the 2004 Big Tex Red Trailer

(b)

1. Lease Agreement, dated September 1, 2015, by and between the Company (Tenant) and BEAM, LLC (Landlord)

Section 3.19

Customers and Suppliers

(a) Top 30 Customers:

1. Keystone Automotive Operations, Inc
2. Camping World Corporate
3. Arrow Distributing
4. Land 'N' Sea Distributing
5. Meyer Distributing
6. Northern Wholesale Supply
7. Keller Marine & RV
8. Atlas Trailer Coach Products
9. etrailer.com
10. Salem Distributors
11. Prime Source Wholesale Distributors
12. Web Orders
13. TexTrail
14. Six Robblees Inc.
15. Foland Sales, Inc.
16. Weaver Distributing
17. Aim Wholesale
18. Redneck Trailer Supplies
19. Kunes Country RV of Stoughton
20. Titan Stability Solutions Pty Ltd
21. Tacoma RV Center
22. Rigid Hitch Inc.
23. Amazon
24. Durnell's Indian Hallow RV
25. Big Tex (Headquarters)
26. Motorsportsland
27. Grand Design RV
28. Marius Garon Inc.
29. Brad's Trailer Service, Inc.
30. Toys for Trucks

(b) Top 15 Vendors:

1. SUN SHYE DAR ENTERPRISE CO. LTD
2. Austin International Manufacturing
3. Falcon Logistics Global Inc.
4. Nucor Steel
5. Capital Steel
6. Quality Steel Products, INC.
7. BEAM, LLC.

8. Poul Chang International Co. LTD
9. Hydro Extrusions USA, LLC
10. ABF Freight System, Inc.
11. PTC Alliance
12. JS Fasteners
13. Motivhealth
14. Gerdau Ameristeel US Inc.
15. Saia Motor Freight Line, LLC