

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
HAYES TOWING ELECTRONICS, L.L.C.	10/02/2023
RECEIVING PARTY DATA	
Name:	HOPKINS MANUFACTURING CORPORATION
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State/Country:	KANSAS
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7311364
CORRESPONDENCE DATA	
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<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>	
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ATTORNEY DOCKET NUMBER:	59579-US
NAME OF SUBMITTER:	THOMAS B. LUEBBERING
SIGNATURE:	/Thomas B. Luebbering/
DATE SIGNED:	11/08/2023
Total Attachments: 5	
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PATENT ASSIGNMENT

This Patent Assignment (this "Assignment") is made effective this 2nd day of October, 2023, by and between Hayes Towing Electronics, L.L.C. (f/k/a Hayes Brake Controller Company, LLC), a limited liability company organized and existing under the laws of the State of Alabama and having a place of business at 1030 Sundown Drive, Arab, Alabama 35016 ("Assignor"), and Hopkins Manufacturing Corporation, a corporation incorporated and existing under the laws of the State of Kansas and having a place of business at 428 Peyton Street, Emporia, Kansas 66801 ("Assignee").

WHEREAS, Assignor possesses certain rights in and to the patents and patent applications (and patents issuing on such applications) set forth on **Exhibit A** attached hereto and incorporated herein by reference (collectively, the "Patent Rights") and the invention(s) described and/or claimed in the Patent Rights (the "Inventions");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of October 2, 2023 (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee substantially all of the assets of Assignor, including the Inventions and Patent Rights; and

WHEREAS, Assignor now wishes to assign the Inventions and Patent Rights to Assignee, and Assignee desires to acquire the Inventions and Patent Rights from Assignor.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns, and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Inventions, together with Assignor's entire right, title and interest in and to the Patent Rights and such other patents as may issue thereon or claim priority under applicable law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, reviews, extensions, and substitutions of patents and patent applications within the Patent Rights or such other patents, and any right, title and interest Assignor may have in applications to which the Patent Rights claim priority; the Inventions and the Patent Rights to be held and enjoyed by Assignee for its own use and behalf and for its successors, assigns, and legal representatives, to the full end of the term for which said patents may be granted as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made; and Assignor hereby conveys all of its rights arising under or pursuant to any and all applicable laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. Assignor hereby acknowledges that this assignment, being of Assignor's entire right, title and interest in and to the Inventions and the Patent Rights carries with it the right in Assignee to apply for and obtain from competent authorities in all countries of the world any and all patents by attorneys and

agents of Assignee's selection and the right to procure the grant of all patents to Assignee in its own name as assignee of Assignor's entire right, title and interest therein.

Assignor hereby further agrees for itself and its successors, assigns, agents, and legal representatives to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the Patent Rights to Assignee, its successors, assigns, and legal representatives, as well as to third parties at the request of Assignee including the execution of documents (including, without limitation, petitions, specifications, oaths, assignments, disclaimers, declarations and affidavits) relating to non-provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications within the Patent Rights, as requested by Assignee, and generally do everything possible to aid Assignee, its successors, assigns and legal representatives to obtain, record, maintain, and enforce full protection for the Inventions in all countries, but in each instance at Assignee's reasonable expense.

Assignor hereby further agrees to provide documentary evidence and statements or testimony in any interference, opposition, re-examination, reissue or other proceeding in which any of the Patent Rights may be involved.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered officials of all other governments whose duty it is to record patents, applications and title thereto, to record the Patent Rights and title thereto as the property of Assignee, its successors, assigns, or legal representatives in accordance with the terms of this instrument.

Assignor does hereby further authorize and request the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue such Patent Rights or patents as shall be granted upon the Patent Rights, or applications based thereon, to Assignee, its successors, assigns, or legal representatives.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

Execution version

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

Hayes Towing Electronics, L.L.C.

By: Lawrence W. Fleming
Name: Lawrence W. Fleming
Title: President

ACKNOWLEDGEMENT

STATE OF Alabama)
) ss:
COUNTY OF Madison)

On this 2nd day of October, 2023, before me appeared Lawrence W. Fleming, the President of Hayes Towing Electronics, L.L.C., the person who signed this Trademark Assignment, who acknowledged that he signed it as his free act on behalf the aforementioned limited liability company.

My Commission Expires:
12-10-2024

Glenn E. Bryant
Notary Public

Exhibit A
Patent Rights

County	Patent Number	Title	Inventor(s)	Application Filing Date	Issue Date
United States	7311364	Electronic Trailer Brake Controller	Robertson, Charles L.	10/8/2004	8/18/2009
United States	7,575,286	Electronic Trailer Brakes Controller	Robertson, Charles L.	2/1/2005	12/25/2007
United States	8180546	Electronic Brake Controller	Culbert, Jeffery S. and Robertson, Charles L.	2/16/2010	5/15/2012
United States	9908377	Apparatus and Method for Sway Control	Allcorn, Roger and Meadow, John S.	1/29/2016	3/6/2018
Canada	2484317	Electronic Trailer Brake Controller	Robertson, Charles L.	10/8/2004	7/2/2013
Canada	2534703	Electronic Brake Controller	Culbert, Jeffery S. and Robertson, Charles L.	2/26/2010	9/9/2014
Canada	2695020	Electronic Brake Controller	Culbert, Jeffery S. and Robertson, Charles L.	2/26/2010	9/9/2014
Canada	2920398	Apparatus and Method for Sway Control	Allcorn, Roger and Meadow, John S.	2/9/2016	11/7/2017