

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8286383

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME
EFFECTIVE DATE:	12/19/2018
CONVEYING PARTY DATA	
Name	Execution Date
HARLEY MURRAY, INC.	12/19/2018
NEWLY MERGED ENTITY DATA	
Name	Execution Date
MURRAY TRAILER, DIVISION OF HOGAN MFG., INC.	12/19/2018
MERGED ENTITY'S NEW NAME (RECEIVING PARTY)	
Name:	MURRAY TRAILER, DIVISION OF HOGAN MFG., INC.
Street Address:	P.O. BOX 398
City:	ESCALON
State/Country:	CALIFORNIA
Postal Code:	95320-0398
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8152200
CORRESPONDENCE DATA	
Fax Number:	(206)224-0779
<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>	
Phone:	(206)682-8100
Email:	efiling@cojk.com
Correspondent Name:	MATTHEW D. BALINT, ESQ.
Address Line 1:	CHRISTENSEN O'CONNOR JOHNSON KINDNESS
Address Line 2:	1201 THIRD AVENUE, SUITE 3600
Address Line 4:	SEATTLE, WASHINGTON 98101-3029
ATTORNEY DOCKET NUMBER:	2810-P2US
NAME OF SUBMITTER:	CORENE LANMAN
SIGNATURE:	/Corene Lanman/
DATE SIGNED:	11/20/2023

Total Attachments: 11

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is entered into as of December 19, 2018 (the "Effective Date") by and among Harley Murray, Inc., a California corporation (referred to herein as the "Seller"), Hogan Mfg., Inc., a California corporation (the "Purchaser"), and Douglas Glen Murray and Jean Martin Murray, husband and wife (solely for purposes of Sections 5.3 through 5.6 and ARTICLE 6 herein) (collectively, "Murrays"), and Douglas Glen Murray and Jean Martin Murray, as Co-Trustees of the Douglas Glen Murray and Jean Martin Murray Revocable family Trust, dated October 22, 2013 (the "Trust"). Certain capitalized terms used in this Agreement are defined in Exhibit A attached hereto.

RECITALS

A. The Seller is engaged in the business of designing, developing, manufacturing, marketing, selling, distributing, repairing and maintaining trailers that are designed for heavy equipment hauling and certain ancillary activities related thereto, including, without limitation, the sale of trailer parts and accessories (the "Business").

B. 

C. The Purchaser desires to purchase, and the Seller wishes to sell, substantially all of the assets of the Seller on the terms set forth herein and the Purchaser desires to purchase the Premises from the Seller and the Trust. The purchase of the Seller's assets and the Premises and the other transactions contemplated hereby are sometimes collectively referred to herein as the "Transaction."

NOW THEREFORE, in consideration of the representations, warranties, covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 THE TRANSACTIONS; CLOSING

1.1 Purchase and Sale of Purchased Assets. Subject to the terms and conditions of this Agreement, at the Closing, the Purchaser shall purchase from the Seller and the Trust (solely with respect to the Trust's right, title and interest in and to the portion of the Premises that is owned by the Trust), and the Seller and the Trust (solely with respect to the Trust's right, title and interest in and to the portion of the Premises that is owned by the Trust) shall sell, convey, transfer, assign and deliver to the Purchaser, free and clear of all liens, security interests, mortgages, encumbrances and restrictions of every kind (collectively, "Liens") other than Permitted Liens (solely with respect to the Premises), all of the Seller's assets and properties of every kind and all of the Trust's right, title and interest in and to the portion of the Premises that is owned by the Trust (collectively, the "Purchased Assets"), including, without limitation, the following:

(a) [REDACTED]

(b) [REDACTED]

(c) [REDACTED]

(d) [REDACTED]

(e) all Company Intellectual Property;

(f) [REDACTED]

(g) [REDACTED]

(h) [REDACTED]

(i) [REDACTED]

(j) [REDACTED]

(k) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3.12 Intellectual Property.

(a) As used herein "Intellectual Property" means all intellectual property rights of every kind including all: (i) patents, patent applications, patent disclosures and inventions; (ii) trademarks, service marks, trade dress, trade names, logos and corporate names (in each case, whether registered or unregistered) and registrations and applications for registration thereof; (iii) copyrights (registered or unregistered) and registrations and applications for registration thereof; (iv) computer software, firmware, data, databases and documentation thereof; (v) trade secrets and other confidential or proprietary information (including without limitation, ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, copyrightable works, financial and marketing plans and customer and supplier lists and information); (vi) World Wide Web

addresses and domain name registrations, (vii) works of authorship including without limitation, computer programs, source code and executable code, whether embodied in software, firmware, databases or otherwise, documentation, designs, files, records, data and mask works and any rights in semiconductor masks, layouts, architectures or topography; and (viii) goodwill associated with any of the foregoing. As used herein "Company Intellectual Property" means Intellectual Property owned or used by the Seller.

(b) **Schedule 3.12(b)** hereto contains a complete and accurate list of all Company Intellectual Property that is owned by the Seller included in clauses (i) -- (iii) and (vi) of the definition of Intellectual Property that has been registered or for which an application for registration has been filed. The Seller is the sole and exclusive owner of the Company Intellectual Property purported to be owned by the Seller.

(c) **Schedule 3.12(c)** contains a complete and accurate list of (i) all licenses and other rights granted by the Seller to any Person with respect to any Company Intellectual Property (excluding non-exclusive licenses granted in the ordinary course of business to the Seller's customers) and (ii) all licenses and other rights granted by any Person to the Seller with respect to any Company Intellectual Property (excluding so-called "off-the-shelf" and "shrink wrap" software licensed to the Seller in the ordinary course of business and easily replaceable without material expense), in each case identifying whether or not each such license is exclusive or non-exclusive (collectively for clauses (i) and (ii), the "IP Licenses"). The Seller is not required to pay any royalties or other compensation to any third parties in respect of its ownership or use of any Company Intellectual Property, other than payments in the ordinary course of business for so-called "off-the-shelf" or "shrink wrap" software. For any third party license incorporated into the Seller's products or services, (A) the Seller has complied with all of its obligations under such third party license and (B) the third party software is easily replaceable without material expense.

(d) The Seller owns or possesses sufficient legal rights to use all Intellectual Property necessary for or currently used in the Business. To the Knowledge of Seller, the Seller has not violated or infringed any Intellectual Property of any other Person. The Seller has not received any notice or communication (including any "invitation to license" letter) from any Person claiming any violation or infringement of another Person's Intellectual Property rights. To the Knowledge of Seller, there is no violation or infringement by any Person of any Company Intellectual Property.

(e) Each item of registered Company Intellectual Property owned by the Seller is valid and subsisting; all necessary registration, maintenance and renewal fees in connection with the Company Intellectual Property have been paid; and all necessary documents and certificates in connection with the Company Intellectual Property have been filed with the relevant authorities in the United States or foreign jurisdictions, as the case may be, for the purposes of maintaining the Company Intellectual Property. There is no threatened or reasonably foreseeable loss or expiration of any Company Intellectual Property.

(f) The Seller has taken reasonable steps to protect its rights in, and the confidentiality of, the Company Intellectual Property (including trade secrets) belonging to the Seller or provided by any other Person to the Seller. Without limiting the foregoing, except as disclosed on **Schedule 3.12(f)**, the Seller has, and enforces, a policy requiring each of its

employees to execute a standard employment agreement, which provides for the protection of the Seller's proprietary information, a copy of which has been previously provided to the Purchaser.

(g) No third party has actually claimed or has reason to claim that any Person employed by the Seller has (i) violated or may be violating any of the terms or conditions of such Person's employment, non-competition, non-disclosure or similar agreement with such third party; (ii) disclosed or may be disclosing or utilized or may be utilizing any trade secret or proprietary information or documentation of such third party; or (iii) interfered or may be interfering in the employment relationship between such third party and any of its employees. To the Knowledge of Seller, no Person employed by the Seller has employed or proposes to employ any trade secret or any information or documentation proprietary to any other Person in connection with the Business.

(h) The Seller's rights in and to its Intellectual Property are free and clear of all Liens.

3.13

[REDACTED]

3.14

[REDACTED]


3.15

[REDACTED]


IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as a sealed instrument as of the date first above written.


SELLER:

HARLEY MURRAY, INC.

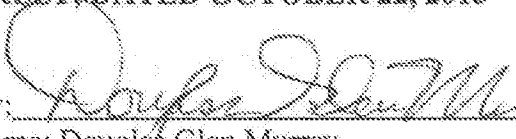
By: 
Name: DOUGLAS G. MURRAY
Title: PRESIDENT/CEO

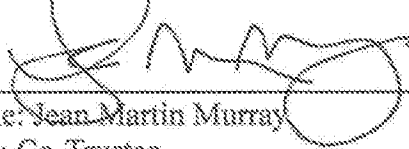
MURRAYS:


Douglas Glen Murray (solely for purposes of Sections 5.3 through 5.6 and ARTICLE 6)


Jean Martin Murray (solely for purposes of Sections 5.3 through 5.6 and ARTICLE 6)

DOUGLAS GLEN MURRAY AND JEAN
MARTIN MURRAY REVOCABLE FAMILY
TRUST, DATED OCTOBER 22, 2013

By: 
Name: Douglas Glen Murray
Title: Co-Trustee

By: 
Name: Jean Martin Murray
Title: Co-Trustee

PURCHASER:

HOGAN MFG., INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as a sealed instrument as of the date first above written.

SELLER:

HARLEY MURRAY, INC.

By: _____

Name:

Title:

MURRAYS:

Douglas Glen Murray (solely for purposes of Sections 5.3 through 5.6 and ARTICLE 6)

Jean Martin Murray (solely for purposes of Sections 5.3 through 5.6 and ARTICLE 6)

**DOUGLAS GLEN MURRAY AND JEAN
MARTIN MURRAY REVOCABLE FAMILY
TRUST, DATED OCTOBER 22, 2013**

By: _____

Name: Douglas Glen Murray

Title: Co-Trustee

By: _____

Name: Jean Martin Murray

Title: Co-Trustee

PURCHASER:

HOGAN MFG., INC.

By: _____

Name: Joe DeBiasio

Title: Chief Financial Officer

Exhibit A

CERTAIN DEFINITIONS

For purposes of the Agreement (including this Exhibit A):

“**Affiliate**” has the meaning ascribed to it in Rule 405 promulgated under the Securities Act of 1933, as amended.

“**Agreement**” has the meaning specified in the preamble.

“**Assumed Liabilities**” has the meaning specified in Section 1.3.

“**Balance Sheet**” has the meaning specified in Section 3.7.

“**Benefit Plans**” has the meaning specified in Section 3.22.

“**Business**” has the meaning specified in the Recitals.

“**Claim Notice**” has the meaning specified in Section 6.6(a).

“**Closing**” has the meaning specified in Section 1.5.

“**Closing Consents**” has the meaning specified in Section 2.1.

“**Closing Date**” has the meaning specified in Section 1.5.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Company**” has the meaning specified in the preamble.

“**Company Intellectual Property**” has the meaning specified in Section 3.12.

“**Continuing Employees**” has the meaning specified in Section 5.2(b).

“**Contracts**” means all contracts, leases and subleases, franchises, agreements, licenses, arrangements, commitments, letters of intent, legally binding memoranda of understanding, obligations, rights, and other similar arrangements whether written or oral.

“**Covered Area**” has the meaning specified in Section 5.4.

“**Covered Business**” has the meaning specified in Section 5.4.

“**Customers**” has the meaning specified in Section 3.16.

“**Dispute Notice**” has the meaning specified in Section 1.6.

“**ERISA**” has the meaning specified in Section 3.22.

(13) regulated under the Occupational Safety and Health Act, 29 U.S.C. 651 et seq., or the California Occupational Safety and Health Act, California Labor Code 6300 et seq.;

(14) regulated under the Clean Air Act, 42 U.S.C. 7401 et seq. or pursuant to Division 26 of the California Health and Safety Code.

All other laws, ordinances, codes, statutes, regulations, administrative rules, policies, and orders, promulgated pursuant to said foregoing statutes and regulations or any amendments or replacement thereof, provided such amendments or replacements shall in no way limit the original scope and/or definition of Hazardous Substance defined herein.

“**Indemnified Party**” means a Person entitled, or seeking to assert rights, to indemnification under Article 6 of this Agreement.

“**Indemnifying Party**” means the Person or Persons from whom indemnification is sought by the Indemnified Party.

“**Indemnity Claim**” has the meaning specified in Section 6. 6(a).

“**Indemnity Claim Dispute Notice**” has the meaning specified in Section 6. 6(c).

“**Independent Accounting Firm**” has the meaning specified in Section 1.6.

“**Intellectual Property**” has the meaning specified in Section 3.12.

“**IP Licenses**” has the meaning specified in Section 3.12.

“**IT Assets**” means computers, computer software, firmware, middleware, servers, workstations, routers, hubs, switches, data communications lines, and all other information technology equipment, and associated documentation (excluding any public networks).

“**JAMs**” has the meaning specified in Section 8.2.

“**Knowledge of the Seller**” or any similar phrase shall mean the actual knowledge of Doug Murray or Jean Murray, after a reasonable investigation of the subject matter being represented.

“**Legal Requirements**” has the meaning specified in Section 3.17.

“**Liens**” has the meaning specified in Section 1.1.

“**Losses**” has the meaning specified in Section 6.2.

“**Material Contracts**” has the meaning specified in Section 3.9.

“**Material Adverse Effect**” means any result, occurrence, fact, change, event, or effect that has a materially adverse effect on the Business, assets, liabilities, capitalization, condition (financial or other), or results of operations of Seller, *except to the extent resulting from (A)*

SELLER'S DISCLOSURE SCHEDULES

December 19, 2018

These Seller's Disclosure Schedules (these "Disclosure Schedules") have been prepared and delivered by Harley Murray Inc., a California corporation ("Seller"), as applicable, and Douglas Glen Murray and Jean Martin Murray, husband and wife (solely for purposes of Sections 5.3 through 5.6 and ARTICLE 6 of the Purchase Agreement) (collectively, "Murrays"), and Douglas Glen Murray and Jean Martin Murray, as Co-Trustees of the Douglas Glen Murray and Jean Martin Murray Revocable Family Trust, dated October 22, 2013 (the "Trust") (collectively, the "Selling Parties") pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and between Selling Parties and Hogan Mfg., Inc., a California corporation ("Purchaser"). These Disclosure Schedules are incorporated by reference into and made a part of the Purchase Agreement.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement. The heading and section references in the Disclosure Schedules refer to the corresponding sections of the Purchase Agreement and are inserted only for convenience and are not intended and do not alter the meaning of any provision of the Purchase Agreement. References in the Disclosure Schedules to any other document, agreement or instrument are not intended to be full descriptions of any such document, agreement or instrument, and are qualified in their entirety by reference thereto. The word "None," or the failure to include a reference to a Section of the Purchase Agreement where Seller could state or include a disclosure, indicates there are no exceptions or items to list.

No reference to or disclosure of any item or other matter in the Disclosure Schedules shall be construed as an admission or indication that such item or other matter is material, or that such item or other matter is required to be referred to or disclosed in the Disclosure Schedules. No disclosure in the Disclosure Schedules relating to any possible breach or violation of any agreement, law or regulation shall be construed as an admission or indication that any such breach or violation exists or has actually occurred.

The information provided in the Disclosure Schedules is intended to qualify and limit the specific representations, warranties, and covenants of Selling Parties contained in the Purchase Agreement to the extent, but only to the extent, provided by the Purchase Agreement. Such information is being provided solely for the purpose of making the required disclosures under the Purchase Agreement, and shall not be deemed to expand in any way the scope of any of the representations, warranties or covenants set forth in the Purchase Agreement. In disclosing such information, Selling Parties expressly do not waive any attorney-client privilege associated with such information or any protection afforded by the work product doctrine with respect to any of the matters disclosed or discussed herein.

Schedule 3.12
Intellectual Property

(b)(i) Current Active Patents:

Issued October 2, 2018
U.S. Patent No. 10,086,888
HEAVY EQUIPMENT TRAILER
WITH ADJUSTABLE DECK

Issued March 1, 2016
U.S. Patent No. 9,272,591
ROBOLINKS

Issued April 10, 2012
U.S. Patent No. 8,152,200
DECK EXTENSION

Issued Sept. 2, 2010
U.S. Patent No. 8,752,854
ROBOLINKS Part 2

[REDACTED]

[REDACTED]

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