

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Thule Towing Systems LLC		06/26/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	GRLC LLC
Street Address:	32501 Dequindre Road
City:	Madison Heights
State/Country:	MICHIGAN
Postal Code:	48071
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3584834	VALLEY INDUSTRIES ODYSSEY
Serial Number:	78301074	JOURNEY
Registration Number:	3118326	POWER PULL XTREME
Registration Number:	3042579	STOW-A-BALL
Registration Number:	2788033	UBS
Registration Number:	1846668	POWER-PULL
Registration Number:	2225514	ADAPT HITCH BALL
Registration Number:	2212271	ADAPT HITCH BALL
Registration Number:	0780181	VALLEY

CORRESPONDENCE DATA

Fax Number: (248)566-8523
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (248) 566-8522
 Email: jlyons@honigman.com

900144699

**TRADEMARK
 REEL: 004074 FRAME: 0232**

CH \$240.00 3584834

Correspondent Name: Thomas J. Appledorn
Address Line 1: 38500 Woodward Avenue, Suite 100
Address Line 4: Bloomfield Hills, MICHIGAN 48304

ATTORNEY DOCKET NUMBER: 224292-125130

NAME OF SUBMITTER: Thomas J. Appledorn

Signature: /Thomas J. Appledorn/

Date: 10/06/2009

Total Attachments: 5
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THIS PATENT AND TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of this ~~26th~~ day of June, 2009, by and among THULE TOWING SYSTEMS LLC, a Delaware limited liability company ("Assignor"), having its principal office at 32501 Dequindre Road, Madison Heights, Michigan 48071, and GRLC LLC, a Delaware limited liability company ("Assignee"), having its principal office at 32501 Dequindre Road, Madison Heights, Michigan 48071.

WHEREAS Assignor and Assignee are parties to an Asset Purchase Agreement dated June 26, 2009, pursuant to which Assignor agrees to assign to Assignee its entire right, title and interest in and to the registered trademarks and trademark applications listed in Exhibit A (the "Assigned Trademarks"), along with the goodwill of the business symbolized thereby, and the patents and patent applications listed in Exhibit B (the "Assigned Patents");

WHEREAS Assignor and Assignee wish to document by formal assignment to Assignee of Assignor's right, title and interest in and to the Assigned Trademarks and Assigned Patents;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

ASSIGNMENT OF TRADEMARKS

1.1 As of the date hereof, Assignor hereby conveys, transfers, and assigns to Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks together with the goodwill of the business symbolized thereby, including, but not limited to, any applications or registrations therefore, together with all claims that can or may be asserted by Assignor arising out of or relating to the use or ownership of any of the Assigned Trademarks.

1.2 Assignor further covenants that it will cooperate with Assignee in the execution of all documents, papers, forms and authorizations and take other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Assigned Trademarks.

ASSIGNMENT OF PATENTS

2.1 As of the date hereof, Assignor hereby conveys, transfers, and assigns to Assignee all of Assignor's right, title and interest in and to the Assigned Patents, together with all claims that can or may be asserted by Assignor arising out of or relating to the use or ownership of any of the Assigned Patents.

2.2 Assignor further covenants that it will cooperate with Assignee in the execution of all documents, papers, forms and authorizations and take other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Assigned Patents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

GRLC LLC

By: 

Name:

Title:

THULE TOWING SYSTEMS LLC

By: 

Name: MARK COHEN

Title: MEMBER

EXHIBIT A

JURISD	TRADEMARK	REG/APPL NO
United States	VALLEY INDUSTRIES ODYSSEY	3,584,834
United States	JOURNEY	78/301,074
Canada	JOURNEY	TMA631494
United States	POWER PULL XTREME	3,118,326
Canada	POWER PULL XTREME	TMA694535
United States	STOW-A-BALL	3,042,579
Canada	STOW-A-BALL	TMA636088
United States	UBS	2,788,033
Canada	UBS	TMA651528
United States	POWER-PULL	1,846,668
Canada	POWER PULL	TMA464714
United States	ADAPT HITCH BALL	2,225,514
United States	ADAPT HITCH BALL (Design)	2,212,271
Canada	ADAPT HITCH BALL (Design)	TMA533462
United States	VALLEY	780,181

EXHIBIT B

COUNTRY	TITLE	APPL. NO.	PATENT NO.
United States	Vehicle Bicycle Carrier	07/472037	5,067,641
United States	Swing-out Spare Tire Assembly	08/307058	5,538,168
United States	Ball Assembly for a Trailer Hitch	08/993249	6,089,591
United States	Anti-Rattle Device for Receiver-Style Hitch	09/093700	6,105,989
United States	Trailer Hitch Assembly with an Interchangeable Ball	09/258979	6,173,985
United States	Torque Limiting Cam	09/281657	6,116,579
United States	Glider Fifth Wheel Attachment	09/320498	6,247,720
United States	Apparatus Suitable for Securing an Article Under a Vehicle	09/406273	6,142,449
United States	Automatic Glider Fifth Wheel Attachment	09/548180	6,357,777
United States	Under-Bed Fifth Wheel Mounting System	09/723105	6,467,791
United States	Underbed Gooseneck Hitch Assembly	09/769668	6,520,528
United States	Glider Fifth Wheel Attachment	09/834317	6,386,570
United States	Glider Fifth Wheel Attachment	10/082756	6,557,883
United States	Under-Bed Fifth Wheel Mounting System	10/102278	6,502,846
United States	Sliding Latch for Fifth Wheel Hitch	11/098978	7,240,913
United States	Stowable Hitch	11/144082	Unknown
United States	Signalling Interconnect	11/747835	7,455,524
United States	Hitch Adapter for Towing a Fifth Wheel Trailer	11/864,174	N/A
United States	Modular Vehicle Lighting System	11/933,052	Abandoned
United States	Signalling Interconnect	12/276,163	N/A
United States	Ball Hitch Stem	29/038264	D370,881
United States	Ball Hitch Stem	29/107961	D438,828
United States	Reinforcement Ring for a Trailer Hitch Receiver	29/164908	D483,704
United States	Modular In-Bed LED Light for Pickup Truck	29/268,158	D594577
United States	Modular In-Bed LED Truck Lighting System	60/855,487 (expired)	N/A
United States	Towed Equipment Brake Controller	60/909,910 (expired)	N/A
United States	Universal Converter Electronic Circuit for Towed Vehicle	60/982,637 (expired)	N/A

United States	Towed Equipment Brake Controller	PCT/US08/04418	N/A
United States	Signalling Interconnect	PCT/US08/63309	N/A
United States	Hitch Adapter for Towing a Fifth Wheel Trailer	PCT/US08/77945	N/A
United States	Torque Limiting Cam	PCT/US99/06973	N/A
Canada	Glider Fifth Wheel Attachment	CA1999002273571	N/A
Canada	Automatic Fifth Wheel Attachment	CA2000002309128	N/A
Canada	Apparatus Suitable for Securing an Article under a Vehicle	CA2000002320409	N/A
Canada	Torque Limiting Cam	CA1999002325443	N/A
Canada	Underbed Gooseneck Hitch Assembly	CA2001002332230	N/A
Canada	Under-Bed Fifth Wheel Mounting System	CA2001002357321	N/A
Canada	Stowable Hitch	CA2005002509097	N/A
Canada	Sliding Latch for Fifth Wheel Hitch	CA2006002542029	N/A
Canada	Hitch Adapter for Towing a Fifth Wheel Trailer	CA2007002604746	N/A
Canada	Reinforcement Ring for a Trailer Hitch Receiver	101381	101381