

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM381984

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Premier Plastics, Inc.		03/31/2016	Corporation: MINNESOTA
Leisure Designs, Inc.		03/31/2016	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Dowco Plastics, LLC		
Street Address:	4230 Clipper Dr		
City:	Manitowoc		
State/Country:	WISCONSIN		
Postal Code:	54220		
Entity Type:	Limited Liability Company: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4723339	RIDEAIR	
CORRESPONDENCE DATA			
Fax Number:	4142735198		
<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:	414-273-3500		
Email:	sdelsman@gklaw.com		
Correspondent Name:	Shane Delsman; Godfrey & Kahn, S.C.		
Address Line 1:	833 East Michigan Street, Suite 1800		
Address Line 4:	Milwaukee, WISCONSIN 53202-5615		
ATTORNEY DOCKET NUMBER:	056918-0060		
NAME OF SUBMITTER:	Shane Delsman		
SIGNATURE:	/Shane Delsman/		
DATE SIGNED:	04/26/2016		
Total Attachments: 9			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), is entered into as of March 31, 2016, by and among DOWCO PLASTICS, LLC, a Wisconsin limited liability company ("Buyer"), PREMIER PLASTICS, INC., a Minnesota corporation ("Premier") and LEISURE DESIGNS, INC., a Minnesota corporation (together with Premier, the "Sellers") and Robert Menne, III, an individual resident of the State of Minnesota, and Robert Menne, Jr., an individual resident of the State of Minnesota (together the "Shareholders"). Capitalized terms used herein without definition shall have the meanings assigned to such terms in that certain Asset Purchase Agreement dated as of the date hereof, by and among Buyer, Sellers and the Shareholders (the "Asset Purchase Agreement")

WITNESSETH:

WHEREAS, Sellers, Shareholders and Buyer are parties to the Asset Purchase Agreement pursuant to which Sellers and Shareholders have agreed to sell and transfer to Buyer, and Buyer has agreed to purchase and receive from Sellers and Shareholders all of Sellers' and Shareholders' right, title and interest in and to all of the Subject Assets, including, without limitation, the Intellectual Property; and

WHEREAS, the Intellectual Property includes, but not is not limited to, the patents listed on attached Annex A, the trademarks listed on attached Annex B, the domain names listed on attached Annex C, and the trade secrets listed on attached Annex D.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers, Shareholders and Buyer hereby agree as follows:

1. Assignment. Each Seller and Shareholder hereby voluntarily, knowingly and irrevocably assigns to Buyer, and Buyer hereby accepts such assignment of, each Seller's and Shareholder's entire right, title and interest in and to all of the Intellectual Property throughout the world, together with all common law rights therein, including the goodwill of the Subject Business in connection with which the Intellectual Property is used, all registrations and renewals thereof, and all rights of action, powers, and benefits accrued thereto, including the right to sue for and collect damages and profits for past and future infringements or dilutions thereof.

2. Purpose. Subject to the provisions of Section 3, below, the rights, title and interest in and to the Intellectual Property assigned under Section 1, above, shall be for Buyer's own use and enjoyment, and for the use and enjoyment of Buyer's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Sellers and/or Shareholders if this assignment and sale had not been made.

3. Record of Assignment. Where appropriate, each Seller and Shareholder authorizes Buyer to request the Commissioner of Patents and Trademarks of the United States, and an official of any country or countries foreign to the United States, whose duty it is to register patents, trademarks or copyrights, to record Buyer as the assignee and owner of the

Intellectual Property. Sellers and Shareholders agree to reasonably cooperate with Buyer in connection with establishing Buyer as record owner.

4. Miscellaneous. This Assignment is subject, in all respects, to the terms and conditions of the Asset Purchase Agreement and all of the representations, warranties, covenants and agreements contained therein. Nothing contained in this Assignment shall be deemed to supersede or change any of the provisions set forth in the Asset Purchase Agreement. In the event of any conflict between this Assignment and the terms and provisions of the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall control. No amendment or modification of this Assignment shall be valid unless in writing and signed by an authorized signatory of each Seller, Shareholder and Buyer. This Assignment shall be binding upon the parties hereto and their respective successors and permitted assigns.

5. Applicable Law. Without limiting the generality of what is provided in Paragraph 4, above, this Assignment and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Wisconsin, without regard to its conflicts of law principles.

6. Counterparts; Facsimile or Electronic Copy. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be executed in facsimile copy or electronic copy actually received by the recipient's e-mail system with the same binding effect as the original.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of the date first written above.

"Buyer":

STATE OF Florida)
) SS.
COUNTY OF Manatee)

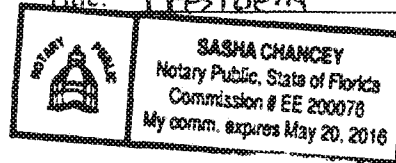
Personally came before me this 31 day of
March, 2016, the above-named
Charles Webster, as the President of
Dowco Inc., and to me known to be the person
who executed the foregoing instrument, and
acknowledged the same.

[Signature]
Notary Public, State of Florida

DOWCO PLASTICS, LLC

By: Dowco, Inc.
Its Manager

By: [Signature]
Name: Charles Webster
Title: President



"Sellers":

STATE OF _____)
) SS.
COUNTY OF _____)

Personally came before me this _____ day of
March, 2016, the above-named
_____, as the _____ of
Premier Plastics, Inc., and to me known to be the
person who executed the foregoing instrument,
and acknowledged the same.

Notary Public, State of _____

PREMIER PLASTICS, INC.

By: _____
Name: _____
Title: _____

STATE OF _____)
) SS.
COUNTY OF _____)

Personally came before me this _____ day of
March, 2016, the above-named
_____, as the _____ of
Leisure Designs, Inc., and to me known to be the
person who executed the foregoing instrument,
and acknowledged the same.

Notary Public, State of _____

LEISURE DESIGNS, INC.

By: _____
Name: _____
Title: _____

[Signature page to Intellectual Property Assignment]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of the date first written above.

"Buyer":

STATE OF _____)
COUNTY OF _____) SS.

DOWCO PLASTICS, LLC

By: Dowco, Inc.
Its Manager

Personally came before me this _____ day of
March, 2016, the above-named
_____, as the _____ of
Dowco Inc., and to me known to be the person
who executed the foregoing instrument, and
acknowledged the same.

By: _____
Name: _____
Title: _____

Notary Public, State of _____

"Sellers":

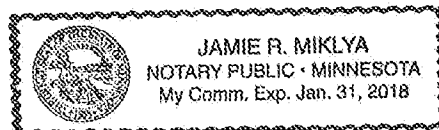
STATE OF MN)
COUNTY OF Pine) SS.

PREMIER PLASTICS, INC.

By: [Signature]
Name: Robert J. Menne III
Title: President

Personally came before me this 31st day of
March, 2016, the above-named
Robert J. Menne III, as the President of
Premier Plastics, Inc., and to me known to be the
person who executed the foregoing instrument,
and acknowledged the same.

Notary Public, State of MN



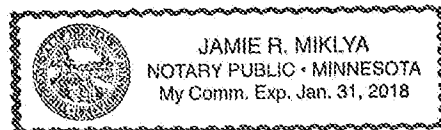
STATE OF MN)
COUNTY OF Pine) SS.

LEISURE DESIGNS, INC.

By: [Signature]
Name: Robert J. Menne III
Title: President

Personally came before me this 31st day of
March, 2016, the above-named
Robert J. Menne III, as the President of
Leisure Designs, Inc., and to me known to be the
person who executed the foregoing instrument,
and acknowledged the same.

Notary Public, State of MN



[Signature page to Intellectual Property Assignment]

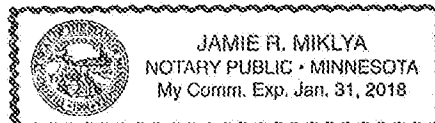
STATE OF MN)
) SS.
COUNTY OF Pine)

Personally came before me this 31st day of
March, 2016, the above-named
Robert Menne, III, to me known to be the
person who executed the foregoing instrument,
and acknowledged the same.

[Signature]
Notary Public, State of MN

"Shareholders":

[Signature]
Robert Menne, III, individually

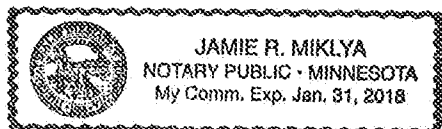


STATE OF MN)
) SS.
COUNTY OF Pine)

Personally came before me this 31st day of
March, 2016, the above-named
Robert Menne, Jr., to me known to be the
person who executed the foregoing instrument,
and acknowledged the same.

[Signature]
Notary Public, State of MN

[Signature]
Robert Menne, Jr., individually



[Signature page to Intellectual Property Assignment]

ANNEX A

Patents

Country	Title	Status	Application Number	Filing Date	Patent Number	Issue Date
US	ROTOMOLDED SEAT	Published	14/427055	3/10/2015		
US	ROTOMOLDED SEAT BACK	Granted	29/451633	4/5/2013	D718562	12/2/2014
US	ROTOMOLDED SEAT BASE	Granted	29/448617	3/13/2013	D704489	5/13/2014
Canada	SEAT BASE FOR A VEHICLE	Granted	152999	9/12/2013	152999	9/18/2014
Mexico	ROTOMOLDED SEAT BASE	Granted	MX/f/2013/002705	9/10/2013	41918	7/11/2014
Canada	SEAT BACK FOR A VEHICLE	Granted	153000	9/12/2013	153000	9/18/2014
Mexico	ROTOMOLDED SEAT BACK	Granted	MX/f/2013/002704	9/10/2013	41927	7/11/2014
WO (PCT/International application)	ROTOMOLDED SEAT	Published and Expired	PCT/US2013/059372	9/12/2013		

ANNEX B

Trademarks

AppNumber	FileDate	Country	TrademarkName	RegNumber	RegDate	TrademarkStatus
86/389488	9/9/2014	US	RIDEAIR Logo	4723339	4/21/2015	Registered

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TRADEMARK
REEL: 005778 FRAME: 0225

ANNEX C

Domain Names

Domain Name Registrations
PREMIERPLASTICSMN.COM
rideair.net
rideairmn.com

ANNEX D

Trade Secrets

None.

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