

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419396

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RoadWorks Manufacturing, Inc.		02/27/2017	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	Lund, Inc.		
Street Address:	4325 Hamilton Mill Rd.		
Internal Address:	Ste. 400		
City:	Buford		
State/Country:	GEORGIA		
Postal Code:	30518		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5006653	ROADWORKS	
Registration Number:	4287756	ROADWORKS	
Registration Number:	4993050	DO HEADS TURN WHEN YOU DRIVE BY?	
Registration Number:	1974866	ROADWORKS MANUFACTURING, INC.	
CORRESPONDENCE DATA			
Fax Number:	9497609502		
<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:	949-760-0404		
Email:	efiling@knobbe.com		
Correspondent Name:	Edward A. Schlatter		
Address Line 1:	2040 Main Street		
Address Line 2:	14th Floor		
Address Line 4:	Irvine, CALIFORNIA 92614		
NAME OF SUBMITTER:	Elenore Niu		
SIGNATURE:	/elenore niu/		
DATE SIGNED:	03/13/2017		
Total Attachments: 5			

OP \$115.00 5006653

source=Trademark Assignment (Execution Version)#page1.tif
source=Trademark Assignment (Execution Version)#page2.tif
source=Trademark Assignment (Execution Version)#page3.tif
source=Trademark Assignment (Execution Version)#page4.tif
source=Trademark Assignment (Execution Version)#page5.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "**Assignment**") is made as of February 27, 2017, from RoadWorks Manufacturing, Inc., an Indiana corporation ("**Assignor**"), to Lund, Inc., a Delaware corporation ("**Assignee**"). Capitalized terms, used herein and not defined shall have the meaning set forth in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated on or about the date hereof (the "**Asset Purchase Agreement**"), which provides for, among other things, the assignment of Assignor's Trademarks;

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the trademarks, service marks, and the corresponding applications and registrations therefor, set forth on **Schedule 1** hereto (collectively, the "**Trademarks**"), together with the goodwill associated with the Trademarks; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignee has agreed to acquire all of the Trademarks.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. In partial consideration for entering into the Asset Purchase Agreement, Assignor does hereby sell, assign, transfer and set over unto Assignee, its successors and assigns, all of Assignor's rights, title and interest in and to the Trademarks, as set forth on **Schedule 1**, together with the goodwill associated with the Trademarks.

2. In partial consideration for entering into the Asset Purchase Agreement, Assignor does hereby sell, assign, transfer and set over onto Assignee, its successors, legal representatives, and assigns, all claims for damages by reason of past infringement of the Trademarks, the right to sue for and collect same for its own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

3. Assignor authorizes the Commissioner of Patents and Trademarks of the United States to record the Trademarks listed on **Schedule 1**, and title thereto, as the property of Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument, provided that any such recording shall be at the sole expense of Assignee.

4. This Agreement is subject in all respects to the terms of the Asset Purchase Agreement and all of the representations and warranties, covenants and agreements contained in the Asset Purchase Agreement, all of which shall survive the execution and delivery of this Assignment in accordance with the terms of the Asset Purchase Agreement. Nothing contained in this Agreement shall be deemed to supersede, diminish, enlarge or modify any provision or any of the obligations, agreements, covenants, or representations and warranties of any of the parties to the Asset Purchase Agreement as contained in the Asset Purchase Agreement. If any conflict exists between the terms of this Agreement and the Asset Purchase Agreement, then the terms of the Asset Purchase Agreement shall govern and control.

5. This Agreement and the Asset Purchase Agreement contain the entire agreement of the parties with regard to the matters set forth herein and therein.

6. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The signature of any party hereto to any counterpart hereof shall be deemed a signature to, and may be appended to, any other counterpart hereof. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file or similar electronic transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” or electronic signature were an original thereof. Once signed, this Agreement may be delivered by facsimile or “.pdf” format, any reproduction of this Agreement made by reliable means (e.g., portable document format) is considered an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or have caused this Agreement to be executed by their duly authorized officers.

ASSIGNOR:

ASSIGNEE:

ROADWORKS MANUFACTURING, INC.

LUND, INC.

By: Susan H. Linson
Name: Susan H. Linson
Title: President

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or have caused this Agreement to be executed by their duly authorized officers.

ASSIGNOR:

ROADWORKS MANUFACTURING, INC.

By: _____
Name: Susan H. Linson
Title: President



ASSIGNEE:

LUND, INC.

By:  _____
Name: Christopher McRorie
Title: Vice President, General Counsel & Secretary

[Signature Page to Trademark Assignment]

Schedule 1

Mark	Serial/Reg. No.
ROADWORKS	5,006,653
	4,287,756
DO HEADS TURN WHEN YOU DRIVE BY?	4,993,050
	1,974,866