

CONFIDENTIAL SETTLEMENT AGREEMENT

THIS CONFIDENTIAL SETTLEMENT AGREEMENT (“AGREEMENT”) is entered into on March 4, 2015 (“EFFECTIVE DATE”), by and between:

- a) MacNeil Automotive Products Limited d/b/a Weathertech (“MACNEIL AUTOMOTIVE”), an Illinois corporation with its principal place of business located at 1 MacNeil Court, Bolingbrook, Illinois 60440;
- b) MacNeil IP, LLC (“MACNEIL IP”), an Illinois corporation with its principal place of business located at 1 MacNeil Court, Bolingbrook, IL 60440;
- c) Kramer America, Inc. (“KRAMER”), a Florida corporation with its principal place of business located at 3763 Mercy Star Court, Orlando, FL 32808; and
- d) Vandapac Company Limited (“VANDAPAC”), a foreign corporation organized and existing under the laws of Thailand with its principal place of business located at 93 Moo 15 Kingkaew Rd, Samut Prakarn, 10540, Thailand.

MACNEIL AUTOMOTIVE and MACNEIL IP are collectively referred to herein as “MACNEIL.” MACNEIL, KRAMER, and VANDAPAC are hereinafter referred to individually as a “PARTY” or, collectively, as the “PARTIES.”

WITNESSETH:

WHEREAS, MACNEIL AUTOMOTIVE filed Civil Action No. 11 CV 6337 in the United States District Court for the Northern District of Illinois (“THE LITIGATION”), asserting claims against KRAMER and VANDAPAC for patent infringement, unjust enrichment, Illinois common law unfair competition, trademark infringement, false advertising, federal unfair competition, the Illinois Deceptive Trade Practices Act, and the Illinois Consumer Fraud and Deceptive Business Practices Act; and

WHEREAS, KRAMER asserted claims against MACNEIL in THE LITIGATION for Declaratory Judgments of patent noninfringement, patent invalidity, noninfringement of trade dress, invalidity of trade dress, and no unfair competition; and

WHEREAS, THE PARTIES now desire, in the spirit of cooperation, to amicably resolve and settle all claims and causes of action between the Parties, including, but not limited to the Action, with no admissions of wrong doing by any Party hereto, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises and obligations recited herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the PARTIES agree as follows:

ARTICLE I - DEFINITIONS

1. **AFFILIATES** means, with respect to any PARTY, any Person directly or indirectly controlled by such PARTY. For the purposes of this definition, “control” when used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise; the terms “controlling” and “controlled” have meanings correlative to the foregoing. “PERSON” means an individual, a corporation, a partnership, a limited liability company, a joint venture, an association, a trust or other entity or organization.
2. **ASSERTED MACNEIL PATENTS** means United States Patent No. 6,735,819, United States Patent No. 7,686,370, United States Patent No. 8,267,459, United States Patent No. 8,336,944, United States Patent No. 8,336,945, and United States Patent No. 8,382,186.
3. **KRAMER’S FLOOR TRAY PRODUCT** means a product line of vehicle floor trays offered and sold by KRAMER, including the vehicle floor trays marketed under the marks MAXLINER and/or MAXFLOORMAT.
4. **KRAMER PREMODIFICATION FLOOR TRAYS** means the versions of KRAMER’S FLOOR TRAY PRODUCT that were the subject of MacNeil’s final infringement contentions and did not include both (i) sidewall baffles and (ii) split floor baffles. A representative example of a KRAMER PREMODIFICATION FLOOR TRAY is shown in Exhibit A.
5. **KRAMER POSTMODIFICATION FLOOR TRAYS** means any of KRAMER’S FLOOR TRAY PRODUCT that includes (i) sidewall baffles; (ii) split floor baffles; and (iii) the absence of a raised heelpad area and other raised step around the perimeter of the tray. A representative example of KRAMER’S FLOOR TRAY PRODUCT that includes (i) and (iii) is shown in Exhibit B. A representative example of a KRAMER POSTMODIFICATION FLOOR TRAY is shown in Exhibit C. For the avoidance of confusion, the raised heelpad and perimeter step referred to above are features that do not correspond to features of the vehicle model for which the floor tray is intended, and would not include floor tray features corresponding to features of the vehicle floor.
6. **MACNEIL FLOOR TRAY PATENTS** means all present and future patents issuing on applications claiming the benefit of priority, in whole or in part, of the filing date of United States Patent Application No. 10/976,411, including without limitation all ASSERTED MACNEIL PATENTS.
7. **MACNEIL TRADE DRESS** means any trade dress used in connection with MACNEIL’S WeatherTech FloorLiner products, including any trade dress asserted by MACNEIL against KRAMER and VANDAPAC in the LITIGATION.

**ARTICLE II - GRANT OF TRADE DRESS
LICENSE AND PATENT COVENANT NOT TO SUE**

8. Trade Dress License to KRAMER and its AFFILIATES. Subject to the terms herein, for PAYMENT under this AGREEMENT, MACNEIL hereby grants, and agrees to grant, for itself and its AFFILIATES, successors, assignees, heirs, devisees, divisions, subsidiaries, officers and directors, to KRAMER, and its AFFILIATES, a non-transferable, non-exclusive license, without right to sublicense, under the MACNEIL TRADE DRESS, to make, use, sell, offer to sell, import, market, advertise and distribute KRAMER POSTMODIFICATION FLOOR TRAYS and any KRAMER'S FLOOR TRAY PRODUCT that is substantially similar thereto with respect to the licensed MACNEIL TRADE DRESS. For clarification, no license is granted to non-KRAMER FLOOR TRAY PRODUCTS.

a) Quality control. Any vehicle floor tray manufactured, sold, offered for sale, advertised or distributed under this trade dress license shall have a quality that meets or exceeds minimum acceptable industry standards. MACNEIL has inspected a sample of a KRAMER POSTMODIFICATION FLOOR TRAY and acknowledges that KRAMER POSTMODIFICATION FLOOR TRAYS meet such standards and are acceptable to be advertised, marketed and sold under this license.

b) Quality Control Disputes. Any dispute regarding the quality of KRAMER'S FLOOR TRAY PRODUCT that is not substantially similar thereto shall be resolved by through binding arbitration by a neutral arbitrator mutually agreeable to MACNEIL and KRAMER. Any such arbitration shall be conducted pursuant to the AAA Commercial Arbitration Rules and shall take place in Chicago, Illinois and is subject to the rest of the provisions of this AGREEMENT.

9. Covenant Not to Sue and Non-Assertion of MACNEIL FLOOR TRAY PATENTS and MACNEIL TRADE DRESS against KRAMER and its AFFILIATES, Customers, and Manufacturers. Except as permitted by the operation of this AGREEMENT, MACNEIL will not seek to enforce any MACNEIL FLOOR TRAY PATENT or the MACNEIL TRADE DRESS (including through actions based on trade dress and unfair competition under the Lanham Act or state law) against (i) KRAMER or any of its AFFILIATES for the manufacture, use, offer for sale, sale, importation, marketing or distribution of any KRAMER POST MODIFICATION FLOOR TRAY; (ii) any customer of KRAMER based on any of KRAMER'S FLOOR TRAY PRODUCT acquired from KRAMER or any of its AFFILIATES before the EFFECTIVE DATE; (iii) any customer of KRAMER who acquired any KRAMER POSTMODIFICATION FLOOR TRAY from KRAMER or any of its AFFILIATES on or after the EFFECTIVE DATE; or (iv) any manufacturer of a KRAMER POSTMODIFICATION FLOOR TRAY manufactured for KRAMER. For clarification, no covenant is granted to non-KRAMER FLOOR TRAY PRODUCTS.

10. No Validity Challenge of MACNEIL FLOOR TRAY PATENTS. KRAMER, VANDAPAC and their respective AFFILIATES will not contest the validity of any

MACNEIL FLOOR TRAY PATENT before the United States Patent and Trademark Office or any other tribunal or court, and will not assist others in doing so, except as a defense to a patent claim asserted against them. Nothing in this provision shall prevent KRAMER, VANDAPAC and their respective AFFILIATES from (i) taking positions that may reflect on the validity of MACNEIL'S patents in a defense of their own patent rights, or (ii) taking positions that may reflect on the validity of MACNEIL'S patents in responding to office actions in the prosecution of their own patents, or in defending their own patent positions in any proceeding in the U.S. Patent Office or courts, or in the patent office or courts of any foreign jurisdiction.

11. Agreement regarding future commercial activity. The PARTIES agree not to use each other's respective trademarks set forth in Exhibit D as a trademark in advertising, including by purchase of such marks as search terms (e.g., Google AdWords). MACNEIL agrees to withdraw any pending complaints submitted to KRAMER's distributors and retailers, including eBay, pursuant to the terms of this AGREEMENT within ten (10) business days of the EFFECTIVE DATE, and the PARTIES agree not to serve notices of intellectual property violations relating to each other's respective products on the PARTIES' respective distributors and retailers, except in accordance with the notice provisions set forth in Paragraph 12.

12. Notice Provision Relating To Future Disputes. The PARTIES agree that any future civil action concerning the manufacture, advertising, importation or sale of any KRAMER FLOOR TRAY PRODUCT initiated by a PARTY or their AFFILIATES against another Party or their Affiliates may only be initiated after the Plaintiff in the future litigation has provided actual written notice to the Defendant in the future litigation at least 45 days prior to filing of the Complaint in which the Plaintiff in the future litigation outlines the factual and legal basis for the perceived wrongdoing. The PARTIES further agree not to serve notices of intellectual property violations relating to each other's respective products on the PARTIES' distributors and online retailers until after the expiration of the forty-five (45) day period. If after forty-five (45) days, the Defendant in the future case has not ceased the alleged conduct, the Plaintiff in the future case may pursue any available legal remedies, including the commencement of litigation and the service of notice on distributors and online retailers, subject to the following terms and conditions:

- a) If any notice letter is used as the basis for jurisdiction in a Declaratory Judgment ("DJ") action, the DJ plaintiff must also comply with the notice and grace period provision of this paragraph.
- b) Compliance with this Paragraph 12 shall not be used as proof of laches or undue delay.
- c) Failure to use reasonable efforts to comply with this Paragraph 12 shall constitute a breach of the terms of this AGREEMENT and subject the PARTY in breach to the payment of \$500,000 in liquidated damages to the other PARTY, such payment to be made within thirty days of the commencement of the lawsuit and such

payment is agreed to be a condition precedent for maintaining the lawsuit.

d) This Notice Provision and the consequences of noncompliance with this Paragraph 12 shall expire ten years (10) after signing of the AGREEMENT.

e) This Notice Provision and Paragraph shall not apply if a PARTY must seek immediate injunctive relief to prevent an irreparable harm that will be prejudiced by the delay envisioned in this Paragraph. However, if a PARTY institutes any action and does not, within two (2) business days file for a Temporary Restraining Order or any other type of immediate injunctive relief, said PARTY shall be in breach of this Notice Provision and Paragraph. A finding by a court that a motion for immediate injunctive relief is filed in bad faith shall be considered a breach of the notice provision and subject the party moving for immediate injunctive relief to the provisions of Paragraph 12(c).

f) KRAMER shall have the right, but not the obligation, to provide modified versions of the KRAMER FLOOR TRAY PRODUCT to MacNeil's designated counsel for confidential review. Within 30 days of receiving a request for review, MACNEIL'S counsel shall provide a notice letter pursuant to the provisions of this Paragraph 12 to KRAMER and identify any intellectual property rights of MACNEIL believed to be infringed. MACNEIL's counsel may confer with one MACNEIL corporate representative regarding the product and opinion, which information the corporate representative will maintain in confidence until the information is made public by KRAMER. KRAMER shall pay \$5,000 to a representative that MACNEIL designates within 15 days of the request for review for each review requested.

13. SELLOFF OF KRAMER PREMODIFICATION FLOOR TRAYS. KRAMER has informed MACNEIL that it has an existing stock of KRAMER PREMODIFICATION FLOOR TRAYS. KRAMER has set forth a comprehensive listing of this stock, by part number and number of trays, on Exhibit E. The PARTIES agree that KRAMER shall be allowed to sell these existing KRAMER PREMODIFICATION FLOOR TRAYS for a period of 18 months directly and immediately following the EFFECTIVE DATE of this AGREEMENT, without further compensation to MACNEIL, and that if so sold within this period, MACNEIL will not enforce any MACNEIL FLOOR TRAY PATENT or the MACNEIL TRADE DRESS against any proximate or remote purchaser of such existing KRAMER PREMODIFICATION FLOOR TRAYS. After that time period, KRAMER and/or VANDAPAC shall destroy any unsold KRAMER PREMODIFICATION FLOOR TRAYS and provide MACNEIL with an accounting of which KRAMER PREMODIFICATION FLOOR TRAYS have been sold and which have been destroyed. MACNEIL may ask for further information regarding this accounting and KRAMER and VANDAPAC shall provide MACNEIL with reasonable information and documents related to this Paragraph. Upon the signing of this AGREEMENT, VANDAPAC and KRAMER, and any of their AFFILIATES or those acting in concert with them, shall immediately cease and desist from the manufacture (or ordering or directing the manufacture) of any KRAMER PREMODIFICATION FLOOR

TRAY. Aside from the existing stock of KRAMER PREMODIFICATION FLOOR TRAYS as set forth in Exhibit E, VANDAPAC and KRAMER, and any of their AFFILIATES or those acting in concert with them, shall not market or sell any other KRAMER PREMODIFICATION FLOOR TRAYS for any reason whatsoever.

ARTICLE III - PAYMENT

14. **KRAMER Payment.** In consideration of the license and covenants not to sue granted herein and in settlement of MACNEIL's claims for damages for infringement by KRAMER and VANDAPAC of the ASSERTED MACNEIL PATENTS and of the MACNEIL TRADE DRESS prior to the EFFECTIVE DATE, KRAMER agrees to pay to MACNEIL an initial payment of ONE HUNDRED AND FIFTY THOUSAND U.S. dollars (US\$150,000) in three monthly installments to be completed by prior to April 30, 2015, and then another seven (7) annual payments of FIFTY THOUSAND U.S. dollars (US\$50,000) each prior to December 31, 2015, 2016, 2017, 2018, 2019, 2020, and 2021 respectively. The total of all payments after the last payment is made prior to November 20, 2021 will be FIVE HUNDRED THOUSAND U.S. dollars (US\$500,000).

ARTICLE IV - WARRANTIES AND INDEMNIFICATION

15. **MACNEIL Warranty re Ownership.** MACNEIL warrants that it and its AFFILIATES are the sole owners of the MACNEIL FLOOR TRAY PATENTS and the MACNEIL TRADE DRESS and that it has the right and power to (i) enter into this AGREEMENT, (ii) grant the covenants, licenses, and releases contained herein, and (iii) bind its AFFILIATES to the terms of this AGREEMENT.

16. **MACNEIL Liability.** MACNEIL shall have no liability for any loss, expense or damage, arising from any infringement action or other allegation by a third party relating to the use by KRAMER, VANDAPAC or any of their AFFILIATES with regard to any VANDAPAC or KRAMER product whatsoever.

ARTICLE V - THE LITIGATION

17. **MACNEIL'S DISCHARGE AND RELEASE.** Effective upon signing of this AGREEMENT by David MacNeil of MACNEIL, Salvador Lairer of KRAMER, and Vatana Tangitvet of VANDAPAC, MACNEIL will release, acquit, and forever discharge KRAMER, VANDAPAC and their AFFILIATES, officers, directors, partners, subsidiaries, employees, agents; and attorneys, and its successors or assigns, from any and all existing, known and unknown claims subject only to the conditions and exceptions set forth herein.

18. **KRAMER AND VANDAPAC'S DISCHARGE AND RELEASE.** Effective upon signing of this AGREEMENT by David MacNeil of MACNEIL, Salvador Lairer of KRAMER, and Vatana Tangitvet of VANDAPAC, KRAMER and VANDAPAC will release, acquit, and forever discharge MACNEIL and its AFFILIATES, officers, directors, partners,

subsidiaries, employees, agents, and attorneys, and its successors or assigns, from any and all existing, known and unknown, claims subject only to the conditions and exceptions set forth herein.

19. Resolution of all claims asserted in THE LITIGATION. The PARTIES agree that within ten (10) business days after signing of this AGREEMENT by the PARTIES, the PARTIES will submit to the Court in THE LITIGATION a dismissal of the PARTIES' claims and counterclaims with prejudice subject only to the terms of this AGREEMENT. The PARTIES shall each bear their own attorney fees and costs related to THE LITIGATION and this AGREEMENT.

ARTICLE VII - INTEGRATION AND WAIVER

20. Entire Agreement. This AGREEMENT shall constitute the entire agreement between the PARTIES hereto with respect to the subject matter hereof, and shall supersede all previous negotiations, commitments and writings. It shall not be modified or altered in any manner except by an instrument in writing executed by the PARTIES hereto. For clarification, the subject matter of this AGREEMENT does not encompass, alter, modify or otherwise impact in any manner, negotiations, commitments and writings exclusively between KRAMER and VANDAPAC.

21. Failure to Enforce Not a Waiver. The failure of any PARTY hereto to enforce at any time the provisions of this AGREEMENT shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this AGREEMENT or any part thereof, or the right of any PARTY to thereafter enforce each and every such provision.

22. One Waiver is Not Future Waiver. No waiver of any breach of this AGREEMENT shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this AGREEMENT shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

ARTICLE VIII - ASSIGNMENT

23. No Assignment by THE PARTIES. THE PARTIES and their AFFILIATES may not, without specific written consent of the other PARTY, assign or purport to assign the rights and licenses conveyed under this AGREEMENT, except to a purchaser of substantially all of the assets of the business of THE PARTIES or their AFFILIATES to which this AGREEMENT relates.

ARTICLE IX - CONFIDENTIALITY

24. Confidentiality Obligations. THE PARTIES agree that they will treat the terms, conditions and any information about this AGREEMENT as confidential information and will not disclose such information to any third party. Notwithstanding the foregoing, THE

PARTIES need not treat as confidential the fact that they have reached a resolution of the LITIGATION.

25. Subpoena. In the event that PARTIES and/or any of their representatives who have knowledge of or access to the confidential terms and conditions of this AGREEMENT, becomes legally compelled (as a result of legally required oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand or similar legally mandated process or requirement) to disclose any such information, each shall provide the other with prompt written notice at least 14 days before producing the information so that either may seek a protective order or other promptly sought relief. In any event, the subpoenaed PARTY and/or its representatives, including, without limitations, its attorneys, will: (i) furnish only that portion of the information which is legally required; (ii) provide the other PARTY and its counsel an opportunity to review the contents of any such disclosure; and (iii) exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded to the confidential terms and conditions of this AGREEMENT. In the event that such protective order or other judicial remedy is not promptly sought by the PARTIES, the said party waives compliance with the provisions of this AGREEMENT.

ARTICLE X - NOTICES

26. Notices to Parties. All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be deemed to be properly given if sent by registered air courier to the PARTY entitled to receive such notice at the address herein below set forth or in accordance with the last written instructions received from such PARTY concerning the mailing address to be used for such notices. The date of the notice shall be the date shown on the postmark if the same shall be sent by mail:

As to MacNeil Automotive Products Limited and MacNeil IP, LLC:

David MacNeil
MacNeil Automotive Products Limited
1 MacNeil Court
Bolingbrook, Illinois 60440

With a copy to:

Timothy M. Schaum, Esq.
Daspin & Aument, LLP
227 West Monroe, Suite 3500
Chicago, Illinois 60606

As to Kramer America, Inc.

Salvador Lairer
Kramer America, Inc.
3763 Mercy Star Court
Orlando, FL 32808

With a copy to:

Jeffrey S. Boyles, Esq.
Allen, Dyer, Doppelt,
Milbrath & Gilchrist, P.A.
255 S. Orange Avenue, Suite 1401
Orlando, FL 32801

As to Vandapac Company Limited

Vandapac Company Limited
93 Moo 15 Kingkaew Rd,
Samut Prakarn, 10540, Thailand

With a copy to:

Jeffrey S. Boyles, Esq.
Allen, Dyer, Doppelt,
Milbrath & Gilchrist, P.A.
255 S. Orange Avenue, Suite 1401
Orlando, FL 32801

ARTICLE XI- GOVERNING LAW

27. Governing Law. The interpretation, validity, and performance of this AGREEMENT shall be governed and construed in accordance with the laws the state of Illinois, U.S., without regard to the conflicts of laws principles applicable therein.

ARTICLE XII- RESOLUTION OF DISPUTES

28. Dispute Resolution. Unless otherwise provided in this Agreement, all disputes arising out of or in connection with this AGREEMENT, which cannot be settled by mutual agreement of the PARTIES and in accordance with paragraph 12, shall be litigated in the United States District Court for the Northern District of Illinois or in any appropriate Illinois state court.

29. Jurisdiction. The PARTIES agree to submit to the personal jurisdiction of the United States District Court for the Northern District of Illinois in connection with the resolution of

any dispute arising out of this AGREEMENT. VANDAPAC and KRAMER do not consent to jurisdiction for any claims not arising out of this AGREEMENT.

30. Attorney Fees and Costs. In the event of a dispute involving an alleged breach of this AGREEMENT, the prevailing party shall be entitled to its reasonable attorney fees and costs, including on appeal, from the party found in breach, in addition to any such other relief ordered as a result of the breach.

ARTICLE XIII- SEVERABILITY

31. Invalid Provisions. In case one or more of the provisions contained in this AGREEMENT shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this AGREEMENT and this AGREEMENT shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

32. Headings. The headings of the sections of this AGREEMENT are for convenience only and shall not have any legal effect.

33. Facsimile and Portable Document Format. Facsimile signatures and electronic or Portable Document Format (PDF) signatures shall be deemed to constitute original signatures.

IN WITNESS WHEREOF, each of the PARTIES hereto has caused this AGREEMENT to be duly executed in duplicate.

Agreed:

Kramer America, Inc.

MacNeil Automotive Products Limited

By: _____
Print Name: Salvador Lairet
Title: _____
Date: _____

By: _____
Print Name: David F. MacNeil
Title: _____
Date: _____

Vandapac Company Limited

By: _____
Print Name: Vatana Tangitvet
Title: _____
Date: _____

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Agreed:

Kramer America, Inc.

MacNeil Automotive Products Limited

By: _____
Print Name: Salvador Lairer
Title: _____
Date: _____

By:  _____
Print Name: David F. MacNeil
Title: CEO
Date: March 11 2015

Vandapac Company Limited

By: _____
Print Name: Vatana Tangitvet
Title: _____
Date: _____

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Agreed:

Kramer America, Inc.

MacNeil Automotive Products Limited

By: 

By: _____

Print Name: Salvador Lairat

Print Name: David F. MacNeil

Title: PRESIDENT

Title: _____

Date: 3/10/2015

Date: _____

Vandapac Company Limited

By: 

Print Name: Vatana Tangitvet

Title: PRESIDENT

Date: March 12, 2015

EXHIBIT A



EXHIBIT B



EXHIBIT C















EXHIBIT D

MACNEIL TRADEMARKS

ABSOLUTE INTERIOR PROTECTION™	AIRCUSHION™	ALL VEHICLE MAT™	AREATILE™ (Registration Pending)
AVM®	BUMPERFRAME™	BUMPSTEP™ (Registration pending)	CARGOTECH™ (Registration pending)
	CLEARCOVER®	CLEARFRAME™	CLICK AND STAY®
CROSS-LINK ACTION™	DIGITAL FIT®	EASY-ON®	
FLOWTHRU™	GENTLE CAR™	LAMPGARD®	LET THE FRESH AIR IN®
MACNEIL AUTOMOTIVE PRODUCTS LIMITED & DESIGN® 3,617,751	MACNEIL AUTOMOTIVE™	MACNEIL®	MAGICCLIP™
	MATGRIP®	MATHANGER™	MOUNTS-IN-MINUTES™
MULTI-FLEX™	PERFECT DIGITAL FIT®	PETSTEP®	PLATEFRAME®
PLATESPACER™ (Registration Pending)	QUADHANGER™	QUICKSNAP™	QUICKTECH™
QUICKTURN™	RACKSACK®	REAR OVER THE HUMP FLOORLINER & DESIGN®	REAR OVER THE HUMP™
ROLL AND WRAP™	SPOTTECH™	TECHCARE®	TECHFLOOR™
TECHFRAME™ (Registration Pending)	TECHGRIP™ (Registration pending)	TECHLINER®	TECHNO FLEX™
TECHRACK™ (Registration Pending)	TECHSHADE®	TRACTIONSQUARES™	
TWOSHOT™	UNDERLINER™ (Registration pending)	WEATHERTECH TF®	WEATHERTECH®

KRAMER/VANDAPAC TRADEMARKS

MAXLINER
MAXTRAY
MAXFLOORMAT
KRAMER

EXHIBIT E

IN STOCK

PART NUMBER	QTY IN STOCK
A0012 (MAXFLOORMAT Floor Mats for Toyota Corolla (2009-2013) First Row Set (Black))	16
A0015 (MAXFLOORMAT Floor Mats for Silverado / Sierra / Tahoe / Suburban / Yukon (...	215
A0017 (MAXFLOORMAT Floor Mats for Ford F-150 (All Models) (2009-2010) First Row S...	0
A0019 (MAXFLOORMAT Floor Mats for Toyota RAV4 (2006-2012) First Row Set (Black))	96
A0021 (MAXFLOORMAT Floor Mats for Honda CR-V (2007-2011) First Row Set (Black))	47
A0022 (MAXFLOORMAT Floor Mats for Toyota Tundra (All Models) (2007-2011) First Ro...	91
A0033 (MAXFLOORMAT Floor Mats for Toyota Tacoma (All Models) (2005-2011) First Ro...	150
A0036 (MAXFLOORMAT Floor Mats for Honda Pilot (2009-2013) First Row Set (Black))	182
A0037 (MAXFLOORMAT Floor Mats for Toyota Highlander Hybrid (2008-2013) First Row ...	58
A0038 (MAXFLOORMAT Floor Mats for Toyota Highlander Non Hybrid (2008-2013) First ...	220
A0040 (MAXFLOORMAT Floor Mats for Toyota 4runner (2010-2012) / Lexus GX (2010-201...	0
A0042 (MAXFLOORMAT Floor Mats for Ford F-250 / F-350 (All Models Depressed Pedal)...	100
A0043 (MAXFLOORMAT Floor Mats for Traverse / Enclave / Acadia / Outlook (2007-201...	498
A0047 (MAXFLOORMAT Floor Mats for Dodge RAM All Models (2009-2012) First Row Set ...	14
A0049 (MAXFLOORMAT Floor Mats for Lexus RX (2010-2012) First Row Set (Black))	0
A0050 (MAXFLOORMAT Floor Mats for Nissan Rogue (2008-2013) First Row Set (Black))	108
A0052 (MAXFLOORMAT Floor Mats for Toyota Venza (2009-2011) First Row Set (Black))	68
A0055 (MAXFLOORMAT Floor Mats for Nissan Murano (2009-2014) First Row Set (Black))	90
A0056 (MAXFLOORMAT Floor Mats for Kia Sportage (2011-2013) / Hyundai Tucson (2010...	109
A0070 (MAXFLOORMAT Floor Mats for Chevrolet Equinox / GMC Terrain (2010-2014) Fir...	10
A0071 (MAXFLOORMAT Floor Mats for Jeep Grand Cherokee / Dodge Durango (2011-2012)...	28
A0073 (MAXFLOORMAT Floor Mats for Jeep Wrangler (All Models) (2007-2013) First Ro...	9
A0079 (MAXFLOORMAT Floor Mats for Kia Sorento (2011-2013) First Row Set (Black))	53
A0082 (MAXFLOORMAT Floor Mats for Ford Explorer (2011-2014) First Row Set (Black))	619
A0083 (MAXFLOORMAT Floor Mats for Toyota Sienna All Models (2011-2012) First Row ...	7
A0084 (MAXFLOORMAT Floor Mats for Acura MDX (2007-2013) First Row Set (Black))	70
A0085 (MAXFLOORMAT Floor Mats for Ford Edge / Lincoln MKX (2007-2010) First Row S...	12
A0086 (MAXFLOORMAT Floor Mats for Volkswagen Amarok (2011-2013) - First Row Set (...	128
A0087 (MAXFLOORMAT Floor Mats for Cadillac SRX (2011-2014) First Row Set (Black))	48
A0088 (MAXFLOORMAT Floor Mats for Subaru Outback (2010-2013) First Row Set (Black))	18
A0089 (MAXFLOORMAT Floor Mats for Subaru Forester (2009-2013) First Row Set (Black))	26
A0094 (MAXFLOORMAT Floor Mats for Ford F-150 (All Models) (2011-2014) First Row S...	127
A0098 (MAXFLOORMAT Floor Mats for Chevrolet Cruze (2011-2014) First Row Set (Black))	18
A0100 (MAXFLOORMAT Floor Mats for Toyota Fortuner (2012-2014) First Row Set (Black))	109
A0101 (MAXFLOORMAT Floor Mats for Toyota Hilux Vigo (2012-2014) First Row Set (Bl...	274
A0102 (MAXFLOORMAT Floor Mats for Toyota Camry (2012-2014) First Row Set (Black))	100
A0103 (MAXFLOORMAT Floor Mats for Honda Odyssey (2011-2014) First Row Set (Black))	819
A0104 (MAXFLOORMAT Floor Mats for Mercedes Benz ML350 (2012-2014) First Row Set (...	150
A0106 (MAXFLOORMAT Floor Mats for Honda CR-V (2012-2014) First Row Set (Black))	316
A0107 (MAXFLOORMAT Floor Mats for Toyota Tacoma (2012-2014) First Row Set (Black))	230
A0108 (MAXFLOORMAT Floor Mats for Toyota Tundra (2012-2014) First Row Set (Black))	606
A0114 (MAXFLOORMAT Floor Mats for Hyundai Santa Fe (2013-2014) First Row Set (Bla...	80
A0115 (MAXFLOORMAT Floor Mats for Ford Escape (2013-2014) First Row Set (Black))	303
A0116 (MAXFLOORMAT Floor Mats for Ford F-250 / F-350 (All Models) (With Raised Pe...	197

A0117 (MAXFLOORMAT Floor Mats for Lexus RX (2013-2014) First Row Set (Black))	154
A0118 (MAXFLOORMAT Floor Mats for Ford Edge / Lincoln MKX (2011-2014) First Row S...	224
A0119 (MAXFLOORMAT Floor Mats for Equinox / Terrain (2012-2014) First Row Set (Bl...	151
A0120 (MAXFLOORMAT Floor Mats for Toyota 4runner (2013-2014) / Lexus GX (2014) Fi...	512
A0121 (MAXFLOORMAT Floor Mats for Nissan Frontier (All Models) (2005-2014) First ...	274
A0122 (MAXFLOORMAT Floor Mats for Ford Focus (2012-2014) First Row Set (Black))	17
A0123 (MAXFLOORMAT Floor Mats for Toyota PRIUS (All Models) (2012-2014) First Row...	117
A0125 (MAXFLOORMAT Floor Mats for Nissan Altima (2013) First Row Set (Black) (Man...	119
A0126 (MAXFLOORMAT Floor Mats for Dodge RAM (All Models) (2012-2014) First Row Se...	165
A0127 (MAXFLOORMAT Floor Mats for Grand Cherokee / Dodge Durango (2013-2014) Firs...	403
A0128 (MAXFLOORMAT Floor Mats for Toyota SIENNA (2013-2014) First Row Set (Black))	506
A0129 MAXFLOORMAT Floor Mats for Buick Encore (2013 - 2014)	0
A0130 (MAXFLOORMAT Floor Mats for Honda Accord (2013-2014) First Row Set (Black))	160
A0131 (MAXFLOORMAT Floor Mats for Nissan Pathfinder / Infinity JX (2013-2014) Fir...	195
A0133 (MAXFLOORMAT Floor Mats for Ford FUSION / Lincoln MKZ (2013-2014) First Row...	64
A0134 (MAXFLOORMAT Floor Mats for Toyota RAV4 (2013-2014) First Row Set (Black))	346
A0135 (MAXFLOORMAT Floor Mats for Kia Sorento (2014) First Row Set (Black))	0
A0136 (MAXFLOORMAT Floor Mats for Chevrolet Silverado / GMC Sierra (2014) First R...	628
A0137 (MAXFLOORMAT Floor Mats for Honda Civic Sedan (2011-2014) First Row (Black))	54
A0138 (MAXFLOORMAT Floor Mats for Lexus IS Sedan (2014) (Non All-Wheel Drive) Fir...	189
A0139 (MAXFLOORMAT Floor Mats for Jeep Wrangler (All Models) (2014) First Row Set...	85
A0141 (MAXFLOORMAT Floor Mats for Chevrolet / Isuzu D-MAX (2012-2014) First Row (...	108
A0144 (MAXFLOORMAT Floor Mats for Nissan Altima (2013-2014) First Row Set (Black)...	127
A0145 (MAXFLOORMAT Floor Mats for Mazda CX-5 (2013-2014) First Row Set (Black))	330
A0147 (MAXFLOORMAT Floor Mats for Toyota Corolla (2014) First Row Set (Black))	224
A0150 (MAXFLOORMAT Floor Mats for Jeep Cherokee (2014) First Row Set (Black))	451
A0151 (MAXFLOORMAT Floor Mats for Nissan Rogue (2014) First Row Set (Black))	353
A0152 (MAXFLOORMAT Floor Mats for Toyota Highlander (2014) First Row Set (Black))	690
A1015 (MAXFLOORMAT Floor Mats for Silverado / Sierra / Tahoe / Suburban / Yukon /...	36
A1019 (MAXFLOORMAT Floor Mats for Toyota RAV4 (2006-2012) First Row Set (Tan))	38
A1021 (MAXFLOORMAT Floor Mats for Honda CR-V (2007-2011) First Row Set (Tan))	37
A1036 (MAXFLOORMAT Floor Mats for Honda Pilot (2009-2013) First Row Set (Tan))	79
A1040 (MAXFLOORMAT Floor Mats for Toyota 4runner (2010-2012) / Lexus GX (2010-201...	72
A1043 Maxfloormat Chevrolet Traverse Bench/Bucket 2009 and Up	0
A1049 (MAXFLOORMAT Floor Mats for Lexus RX (2010-2012) First Row Set (Tan))	41
A1056 (MAXFLOORMAT Floor Mats for Kia Sportage (2011-2013) / Hyundai Tucson (2010...	66
A1070 (MAXFLOORMAT Floor Mats for Chevrolet Equinox / GMC Terrain (2010-2013) Fir...	56
A1079 (MAXFLOORMAT Floor Mats for Kia Sorento (2011-2013) First Row Set (Tan))	81
A1082 (MAXFLOORMAT Floor Mats for Ford Explorer (2011-2014) First Row Set (Tan))	54
A1083 (MAXFLOORMAT Floor Mats for Toyota Sienna All Models (2011-2012) First Row ...	121
A1087 (MAXFLOORMAT Floor Mats for Cadillac SRX (2011-2014) First Row Set (Tan))	49
A1094 (MAXFLOORMAT Floor Mats for Ford F-150 (All Models) (2011-2014) First Row S...	50
A1100 (MAXFLOORMAT Floor Mats for Toyota Fortuner (2012-2014) First Row Set (Tan))	4
A1102 (MAXFLOORMAT Floor Mats for Toyota Camry (2012-2014) First Row Set (Tan))	24
A1103 (MAXFLOORMAT Floor Mats for Honda Odyssey (2011-2014) First Row Set (Tan))	41
A1106 (MAXFLOORMAT Floor Mats for Honda CR-V (2012-2014) First Row Set (Tan))	20
A1115 (MAXFLOORMAT Floor Mats for Ford Escape (2013-2014) First Row Set (Tan))	57

A1117 (MAXFLOORMAT Floor Mats for Lexus RX (2013-2014) First Row Set (Tan))	78
A1118 (MAXFLOORMAT Floor Mats for Ford Edge / Lincoln MKX (2011-2014) First Row S...	51
A1119 (MAXFLOORMAT Floor Mats for Equinox / Terrain (2012-2014) First Row Set (Ta...	61
A1120 (MAXFLOORMAT Floor Mats for Toyota 4runner (2013-2014) / Lexus GX (2014) Fi...	48
A1136 (MAXFLOORMAT Floor Mats for Chevrolet Silverado / GMC Sierra (2014) First R...	0
A2012 (MAXFLOORMAT Floor Mats for Toyota Corolla (2009-2013) First Row Set (Grey))	-2
A2015 (MAXFLOORMAT Floor Mats for Silverado / Sierra / Tahoe / Suburban / Yukon (...	13
A2019 (MAXFLOORMAT Floor Mats for Toyota RAV4 (2006-2012) First Row Set (Grey))	16
A2021 (MAXFLOORMAT Floor Mats for Honda CR-V (2007-2011) First Row Set (Grey))	69
A2022 (MAXFLOORMAT Floor Mats for Toyota Tundra (All Models) (2007-2011) First Ro...	138
A2036 (MAXFLOORMAT Floor Mats for Honda Pilot (2009-2013) First Row Set (Grey))	44
A2038 (MAXFLOORMAT Floor Mats for Toyota Highlander Non Hybrid (2008-2013) First ...	176
A2040 (MAXFLOORMAT Floor Mats for Toyota 4runner (2010-2012) / Lexus GX (2010-201...	87
A2043 (MAXFLOORMAT Floor Mats for Traverse / Enclave / Acadia / Outlook (2007-201...	165
A2049 (MAXFLOORMAT Floor Mats for Lexus RX (2010-2012) First Row Set (Grey))	85
A2056 (MAXFLOORMAT Floor Mats for Kia Sportage (2011-2013) / Hyundai Tucson (2010...	55
A2070 (MAXFLOORMAT Floor Mats for Chevrolet Equinox / GMC Terrain (2010-2013) Fir...	41
A2083 (MAXFLOORMAT Floor Mats for Toyota Sienna All Models (2011-2012) First Row ...	3
A2087 (MAXFLOORMAT Floor Mats for Cadillac SRX (2011-2014) First Row Set (Grey))	33
A2101 (MAXFLOORMAT Floor Mats for Toyota Hilux Vigo (2012-2014) First Row Set (Gr...	72
A2102 (MAXFLOORMAT Floor Mats for Toyota Camry (2012-2014) First Row Set (Grey))	49
A2103 (MAXFLOORMAT Floor Mats for Honda Odyssey (2011-2014) First Row Set (Grey))	51
A2106 (MAXFLOORMAT Floor Mats for Honda CR-V (2012-2014) First Row Set (Grey))	14
A2117 (MAXFLOORMAT Floor Mats for Lexus RX (2013-2014) First Row Set (Grey))	25
A2119 (MAXFLOORMAT Floor Mats for Equinox / Terrain (2012-2014) First Row Set (Gr...	35
A2128 (MAXFLOORMAT Floor Mats for Toyota SIENNA (2013-2014) First Row Set (Grey))	520
A2152 (MAXFLOORMAT Floor Mats for Toyota Highlander (2014) First Row Set (Grey))	272
TOTAL MATS IN STOCK	16190

IN TRANSIT

PART NUMBER	QTY IN TRANSIT
A0012 Maxfoormat Toyota Corolla 2009 -2013	0
A0015 Maxfloormat Chevrolet Silverado CC/1500 2008	688
A0017 Maxfloormat Ford F-150 2009	0
A0019 Maxfloormat Toyota RAV 4 2008	0
A0021 Maxfloormat Honda CRV 2009	0
A0022 Maxfoormat Toyota Tundra Crew Max/Double Cab 2009	50
A0033 Maxfloormat Toyota Tacoma 2008	0
A0036 Maxfloormat Honda Pilot 2009	100
A0037 Maxfloormat Toyota Highlander 2008 (Hybrid)	50
A0038 Maxfloormat Toyota Highlander 2008 (No Hybrid)	0
A0040 Maxfloormat Toyota 4Runner/Lexus GX 2010 and Up	0
A0042 Maxfloormat Ford F-250/350 Crew Cab 2011 and Up	200
A0043 Maxfloormat Chevrolet Traverse Bench/Bucket 2009 and Up	793
A0047 Maxfloormat Dodge Ram Quad Cab/Crew Cab/Regular Cab 2009	0
A0049 Maxfloormat Lexus RX350 2010	51
A0050 Maxfloormat Nissan Rogue 2008 and On	249
A0052 Maxfoormat Toyota Venza 09 and Up	0
A0055 Maxfloormat Nissan Murano 2009 and Up	69
A0056 Maxfloormat Kia Sportage 2011 and Hyundai Tuckson 2010	41
A0070 Maxfloormat Chevrolet Equinox 2010 and Up	6
A0071 Maxfloormat Jeep Grand Cherokee/ Dodge Durago 2011	0
A0073 Maxfloormat Jeep Wrangler Unlimited 2007	2
A0079 Maxfloormat Kia Sorento 2011	1
A0082 Maxfloormat Ford Explorer 2011-2012	159
A0083 Maxfloormat Toyota Sienna 2011 and Up	2
A0084 Maxfloormat Acura MDX 2007 and Up	147
A0085 Maxfloormat Ford Edge 2011-2012	0
A0086 Maxfloormat VW Amarok 2010-2012	0
A0087 Maxfloormat Cadillac SRX 2010-2012	76
A0088 Maxfloormat Subaru Outback 2010-2012	50
A0089 Maxfloormat Subaru Forester 2009-2012	0
A0094 Maxfloormat Ford F-150 2011	598

A0098	Maxfloormat Chevrolet Cruze 2011	100
A0100	Maxfoormat Toyota Fortuner 2011+	0
A0101	Maxfloormat Toyota Hilux Vigo 2011+	0
A0102	Maxfloormat Toyota Camry 2012	0
A0103	Maxfloormat Honda Odissey 2011	38
A0104	Maxfloormat Mercedes ML 350 2012+	0
A0106	Maxfloormat Honda CRV 2012+	-3
A0107	Maxfloormat Toyota Tacoma 2012+	0
A0108	Maxfloormat Toyota Tundra 2012	0
A0114	Maxfloormat Hyundai Santa Fe 2013+	98
A0115	Maxfloormat Ford Escape 2013+	288
A0116	Maxfloormat Ford F-250 / 350 / 450 / 550 Crew Cab (Raised Upper -Left Corner) 2013+	264
A0117	Maxfloormat Lexus RX 2013+ (Twist Lock on First Row)	0
A0118	Maxfloormat Ford Edge 2013+	0
A0119	Maxfloormat Chevrolet Equinox 2013+ Dual Floor Post (Ring A001)	250
A0120	Maxfloormat Toyota Four Runner/Lexus GX 2013+(Dual Twist Lock - Driver & Passenger)	0
A0121	Maxfloormat Nissan Frontier 2005+	0
A0122	Maxfloormat Ford Focus 2012+	70
A0123	Maxfloormat Toyota Prius 2012+	0
A0125	Maxfloormat Nissan Altima 2013+	0
A0126	Maxfloormat Dodge Ram 2012+	399
A0127	Maxfloormat Jeep Grand Cherokee 2013+ (Dual Post On Driver & Passenger)	0
A0128	Maxfloormat Toyota Sienna 2013+ (Dual Post On Driver Only)	4
A0129	MAXFLOORMAT Floor Mats for Buick Encore (2013 - 2014) / Chevrolet Trax (2014) First Row Set (Black)	122
A0130	Maxfloormat Honda Accord 2013+	0
A0131	Maxfloormat Nissan Pathfinder 2013+	215
A0133	Maxfloormat Ford Fusion 2013+	46
A0134	Maxfloormat Toyota Rav 4 2013+	0
A0135	Maxfloormat Kia Sorento 2014+	227
A0136	Maxfloormat Silverado/GMC Sierra 2014+	0
A0137	Maxfloormat Honda Civic 2011+	48
A0138	Maxfloormat Floor Mats for Lexus IS Sedan (2014) (Non All-Wheel Drive) First Row (Black)	0
A0139	Maxfloormat Wrangler 2010 - 2013 New Mold	149
A0141	Maxfloormat Isuzu D-Max 2013+	97

A0144	Maxfloormat Nissan Altima 2014+	0
A0145	Maxfloormat Mazda CX5 2013+	0
A0147	Maxfloormat Toyota Corolla 2014+	0
A0150	Maxfloormat Floor Mats for Jeep Cherokee (2014) First Row Set (Black)	0
A0151	Maxfloormat Floor Mats for Nissan Rogue (2014) First Row Set (Black)	0
A0152	Maxfloormat Floor Mats for Toyota Highlander (2014) First Row Set (Black)	0
A1015	Maxfloormat Chevrolet Silverado CC/1500 2008	44
A1019	Maxfloormat Toyota RAV 4 2008	0
A1021	Maxfloormat Honda CRV 2009	0
A1036	Maxfloormat Honda Pilot 2009	0
A1040	Maxfloormat Toyota 4Runner/Lexus GX 2010 and Up	0
A1043	Maxfloormat Chevrolet Traverse Bench/Bucket 2009 and Up	50
A1049	Maxfloormat Lexus RX350 2010	0
A1056	Maxfloormat Kia Sportage 2011	0
A1070	Maxfloormat Chevrolet Equinox 2010 and Up	0
A1079	Maxfloormat Kia Sorento 2011	0
A1082	Maxfloormat Ford Explorer 2011-2012	1
A1083	Maxfloormat Toyota Sienna 2011 and Up	0
A1087	Maxfloormat Cadillac SRX 2010-2012	0
A1094	Maxfloormat Ford F-150 2011	47
A1100	Maxfoormat Toyota Fortuner 2011	0
A1102	Maxfloormat Toyota Camry 2012	0
A1103	Maxfloormat Honda Odissey 2011	0
A1106	Maxflormat Honda CRV 2012+	48
A1115	Maxfloormat Ford Escape 2013+	142
A1117	Maxfloormat Lexus RX 2013+ (Twist Lock on First Row)	0
A1118	Maxfloormat Ford Edge 20013+	119
A1119	MAXFLOORMAT for Chevrolet Equinox (2011-2013) / GMC Terrain (2010-2013) - (Front Row)(Dual Post)(Tan)	0
A1120	Maxfloormat Toyota 4 Runner 2013+	0
A1136	Maxfloormat Silverado/GMC Sierra 2014+	50
A2012	Maxfoormat Toyota Corolla 2009 -2013	61
A2015	Maxfloormat Chevrolet Silverado CC/1500 2008	91
A2019	Maxfloormat Toyota RAV 4 2008	96
A2021	Maxfloormat Honda CRV 2009	0

A2022	Maxfoormat Toyota Tundra Crew Max/Double Cab 2009	0
A2036	Maxfloormat Honda Pilot 2009	0
A2038	Maxfloormat Toyota Highlander 2008 (No Hybrid)	0
A2040	Maxfloormat Toyota 4Runner/Lexus GX 2010 and Up	0
A2043	Maxfloormat Chevrolet Traverse Bench/Bucket 2009 and Up	388
A2049	Maxfloormat Lexus RX350 2010	0
A2056	Maxfloormat Kia Sportage 2011 and Hyundai Tuckson 2010	48
A2070	Maxfloormat Chevrolet Equinox 2010 and Up	0
A2083	Maxfloormat Toyota Sienna 2011 and Up	0
A2087	MAXFLOORMAT for Cadillac SRX(2010- 2012) (First Row)(Grey)	0
A2101	Maxfloormat Toyota Hilux Vigo 2011	0
A2102	Maxfloormat Toyota Camry 2012	0
A2103	Maxfloormat Honda Odissey 2011	44
A2106	Maxfloormat Honda CRV 2012+	100
A2117	Maxfloormat Lexus RX 2013+ (Twist Lock on First Row)	0
A2119	MAXFLOORMAT for Chevrolet Equinox / GMC Terrain (2010-2012) (Front Row) (Grey)	0
A2128	Maxfloormat Toyota Sienna 2013+ (Dual Post On Driver Only)	48
A2152	Maxfloormat Floor Mats for Toyota Highlander (2014) First Row Set (Grey)	0
Total MATS IN TRANSIT		7121