

SUBSTITUTE FORM PTO 1594
1-31-92RECORDATION FORM COVER SHEET
TRADEMARKS ONLYU.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office***103471411A***

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Flex Trim California, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation (CA)
☐ Other

Additional name(s) of conveying party(ies) attached ☐ Yes ☒ No

3. Nature of Conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other:

Execution Date: August 23, 2007

2. Name and address of receiving party(ies):

Flex Trim Holding Co.
1015 Brandidge Blvd.
Troy, Alabama 36081

- ☐ Individual(s) citizenship: _____
☐ Association: _____
☐ General Partnership: _____
☐ Limited Partnership: _____
☒ Corporation: Delaware
☐ Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached ☐ Yes ☐ No
(Designation must be a separate document from Assignment)

Additional name(s) & addresses attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s):

78/550,982 – XTRULINEAR LENGTHS

B. Trademark Reg. No.(s):

3,135,028 – FLEX TRIM and Design3,128,766 – ZZZZ FLEX3,049,952 – FLEX TRIMAdditional numbers attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Anthony J. Palumbo, Esq.
Drinker Biddle & Reath LLP
1500 K Street, NW
Washington, DC 20005Attorney Docket No. 181172

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41)

\$115.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit Account Number:

50-0573

DO NOT USE THIS SPACE

9. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Anthony J. Palumbo
Name of Person Signing

[Signature]
Signature

January 28, 2008
Date

Total number of pages including cover sheet, attachments and document: 12

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
 P.O. Box 1450
 Alexandria, VA 22313-1450

12-28-2007

SUBSTITUTE FORM PTO 1594
1-31-92

RECC

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patent

103471411

check original documents or copy thereof.

1. Name of conveying party(ies):

12.26.07

Flex Trim California, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation (CA)
☐ Other

Additional name(s) of conveying party(ies) attached ☐ Yes ☒ No

3. Nature of Conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other:

Execution Date: August 23, 2007

2. Name and address of receiving party(ies):

Flex Trim Holding Co.

- ☐ Individual(s) citizenship: _____
☐ Association: _____
☐ General Partnership: _____
☐ Limited Partnership: _____
☒ Corporation: DE
☐ Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached ☐ Yes ☐ No
(Designation must be a separate document from Assignment)

Additional name(s) & addresses attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s):

78/550,982 - XTRULINEAR LENGTHS

B. Trademark Reg. No.(s):

3,135,028 - FLEX TRIM and Design

3,128,766 - ZZZZ FLEX

3,049,952 - FLEX TRIM

Additional numbers attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Eric Marr, Esq.
 Drinker Biddle & Reath LLP
 One Logan Square
 18th & Cherry Streets
 Philadelphia, PA 19103-6996

Attorney Docket No. 181172

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41)

\$115.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit Account Number:

50-0573

DO NOT USE THIS SPACE

9. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Cheryl L. Slipski

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments and document: 5

OMB No. 0651-0011 (exp. 4/94)

12/27/2007 MJAMA1 00000092 500573 78550982

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

01 FC:8521 40.00 DA
 02 FC:8522 75.00 DA

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS, effective as of this 23 day of August, 2007 (hereinafter "Effective Date"), is made by and between FLEX TRIM CALIFORNIA, INC., a California corporation, by CMA Business Credit Services ("Seller") in its sole and limited capacity as assignee of Flex Trim California, Inc., a California corporation (hereinafter "Assignor"), and Flex Trim Holding Co., a Delaware corporation having a place of business at _____ (hereinafter "Assignee").

WHEREAS, Assignor owns the trademarks listed on Schedule A hereto ("the Marks"), and owns the federal applications and registrations for the Marks in the United States Patent and Trademark Office, as listed on Schedule A hereto, for the goods and services identified in the said applications/registrations;

WHEREAS, Assignee desires to acquire the Marks and the above-referenced applications/registrations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Marks, together with the applications/registrations for the Marks (as identified on Schedule A hereto) and together with the goodwill of the business symbolized by the Marks, including all causes of action for any and all previously occurring infringements of the Marks and the right to receive and retain the proceeds relating to those infringements. Assignee shall have the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks, to be held and enjoyed by Assignee, and its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had such assignment not been made.

Assignor, further agrees, for itself, its successors and assigns, to execute such further documents and to perform such further lawful acts as may reasonably be requested by Assignee to effectuate this assignment.

SIGNATURE ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Trademarks on the date first written above.

FLEX TRIM CALIFORNIA, INC., a California corporation

BY: CREDIT MANAGERS ASSOCIATION OF CALIFORNIA,
a California corporation doing business as CMA Business
Credit Services

ITS: Assignee for the benefit of creditors

BY: *Michael G. Mitchell*

NAME: Michael G. Mitchell

TITLE: President

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On August 23, 2007, before me, Michael L. Juncich, Notary Public, personally appeared Michael G. Mitchell, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Michael Juncich
NOTARY PUBLIC

FLEX TRIM HOLDING CO. ("Assignee")

By: John M. Wilson

Name: Joshua M. Wilson

Title: Vice President

STATE OF New Jersey §

COUNTY OF Camden §

BEFORE ME, the undersigned authority, on this 24th day of August, 2007, appeared Joshua M. Wilson personally known to me to be the person who executed the foregoing instrument as Secretary of Flex Trim Holding Co., the Assignee therein named, and acknowledged to me that the instrument was the free deed and act of said corporation for the purposes therein set forth and intending to be legally bound thereby and intending that this instrument be recorded.

Joanne M. McClellan
NOTARY PUBLIC

JOANNE M. McCLELLAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires October 25, 2009

Schedule A

TRADEMARK	APP. NO./REG. NO.	APP. DATE/REG. DATE
XTRULINEAR LENGTHS	78/550,982	01/20/2005
FLEX TRIM (AND DESIGN)	3,135,028	08/29/2006
ZZZZ FLEX	3,128,766	08/15/2006
FLEX TRIM	3,049,952	01/24/2006

Schedule A

TRADEMARK	APP. NO./REG. NO.	APP. DATE/REG. DATE
XTRULINEAR LENGTHS	78/550,982	01/20/2005
FLEX TRIM (AND DESIGN)	3,135,028	08/29/2006
ZZZZ FLEX	3,128,766	08/15/2006
FLEX TRIM	3,049,952	01/24/2006

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS, effective as of this 23 day of August, 2007 (hereinafter "Effective Date"), is made by and between FLEX TRIM CALIFORNIA, INC., a California corporation, by CMA Business Credit Services ("Seller") in its sole and limited capacity as assignee of Flex Trim California, Inc., a California corporation (hereinafter "Assignor"), and Flex Trim Holding Co., a Delaware corporation having a place of business at _____ (hereinafter "Assignee").

WHEREAS, Assignor owns the trademarks listed on Schedule A hereto ("the Marks"), and owns the federal applications and registrations for the Marks in the United States Patent and Trademark Office, as listed on Schedule A hereto, for the goods and services identified in the said applications/registrations;

WHEREAS, Assignee desires to acquire the Marks and the above-referenced applications/registrations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Marks, together with the applications/registrations for the Marks (as identified on Schedule A hereto) and together with the goodwill of the business symbolized by the Marks, including all causes of action for any and all previously occurring infringements of the Marks and the right to receive and retain the proceeds relating to those infringements. Assignee shall have the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks, to be held and enjoyed by Assignee, and its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had such assignment not been made.

Assignor, further agrees, for itself, its successors and assigns, to execute such further documents and to perform such further lawful acts as may reasonably be requested by Assignee to effectuate this assignment.

SIGNATURE ON FOLLOWING PAGE

PHIP0493620

TRADEMARK

REEL: 003705 FRAME: 0788

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of
Trademarks on the date first written above.

FLEX TRIM CALIFORNIA, INC., a California corporation

BY: CREDIT MANAGERS ASSOCIATION OF CALIFORNIA,
a California corporation doing business as CMA Business
Credit Services

ITS: Assignee for the benefit of creditors

BY:

NAME: Michael G. Mitchell

TITLE: President

STATE OF CALIFORNIA)

) ss.

COUNTY OF LOS ANGELES)

On August 23, 2007, before me, Michael L. Juncich, Notary Public, personally appeared
Michael G. Mitchell, personally known to me to be the person whose name is subscribed to the
within instrument and acknowledged to me that he executed the same in
his authorized capacity, and that by his signature on the instrument the person, or the
entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal:



Michael Juncich
NOTARY PUBLIC

FLEX TRIM HOLDING CO. ("Assignee")

By: Joshua M. Wilson
Name: Joshua M. Wilson
Title: Vice President

STATE OF New Jersey §
COUNTY OF Camden §

BEFORE ME, the undersigned authority, on this 24th day of August, 2007, appeared Joshua M. Wilson personally known to me to be the person who executed the foregoing instrument as Secretary of Flex Trim Holding Co., the Assignee therein named, and acknowledged to me that the instrument was the free deed and act of said corporation for the purposes therein set forth and intending to be legally bound thereby and intending that this instrument be recorded.

Joanne M. McClellan
NOTARY PUBLIC

JOANNE M. MCCLELLAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires October 25, 2009



DRINKER BIDDLE & REATH LLP
ONE LOGAN SQUARE
18TH and Cherry Streets
PHILADELPHIA, PA 19103-6996
FACSIMILE NUMBER: (215) 988-2757

Writer's direct dial and e-mail
Cheryl L. Slipski:
(215) 988-3318
cheryl.slipski@dbr.com

MAIL RECORDAL TRANSMITTAL PAGE

TO: USPTO – Assignment Branch
FROM: Cheryl L. Slipski, Esq.
COMMENTS: Please record the enclosed document

**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JANUARY 02, 2008

PTAS



ERIC MARR, ESQ.
DRINKER BIDDLE & REATH, LLP
ONE LOGAN SQUARE
18TH & CHERRY STREETS
PHILADELPHIA, PA 19103-6996

D

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 103471411

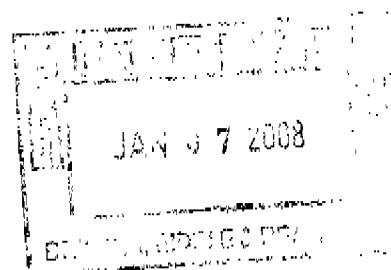
THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE,
MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.
IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE,
YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT
571-272-3350.

1. THE COVER SHEET SUBMITTED DID NOT PROVIDE COMPLETE INFORMATION REQUIRED FOR RECORDING. THE ASSIGNEE'S ADDRESS WAS NOT INDICATED ON THE COVER SHEET.

VIOLET MCCOY, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

**TRADEMARK**

DrinkerBiddle&Reath

Anthony J. Palumbo
202-354-1352
anthony.palumbo@dbr.com

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1500 K Street, N.W.
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20005-1209
202-842-8800
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PHILADELPHIA
NEW YORK
LOS ANGELES
SAN FRANCISCO
CHICAGO
PRINCETON
FLORHAM PARK
BERWYN
WILMINGTON

January 28, 2008

VIA FACSIMILE: (571) 273-0140

United States Patent and Trademark Office
Mail Stop: Assignment Services Branch
Director of the United States Patent and Trademark Office
P. O. Box 1450
Alexandria, Virginia 22313

ATTN: Violet McCoy, Examiner
Assignment Division, Office of Public Records

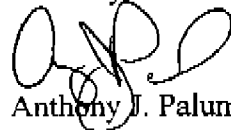
RE: **Request to Correct Notice of Recordation of Assignment Document**
Document ID No. *103471411A*
Ser. No. 78/550,982 – XTRULINEAR LENGTHS
Reg. No. 3,135,028 – FLEX TRIM & Design
Reg. No. 3,128,766 – ZZZZ FLEX
Reg. No. 3,049,952 – FLEX TRIM
Name of Receiving Party: Flex Trim Holding Co.
Attorney Docket No. 181172

Dear Ms. McCoy:

Included with this cover letter is the 'New' Recordation Form Cover Sheet and assignment in response to the Notice of Non-Recordation of Document issued on January 2, 2008 (the January 2nd notice is attached). Please correct the Notice of Recordation of Assignment Document as follows:

1. The Assignee's Address is **1015 Brandidge Blvd., Troy, Alabama 36081**. This address was not provided by the recordation form cover sheet originally submitted on December 27, 2007 by Cheryl L. Slipski.

Sincerely,



Anthony J. Palumbo

Enclosure

~~-Certificate of Facsimile Transmission-~~

I hereby certify that this document is being sent via facsimile (571-273-0140) to the United States Patent and Trademark Office, Mail Stop: Assignment Services Branch, Director of the United States Patent and Trademark Office located in Alexandria, Virginia 22313, this 28th day of January, 2008.

Nancy Davies

Established
1849

DCN6279471

TRADEMARK
REEL: 003705 FRAME: 0793

DB&R

DrinkerBiddle&Reath

Suite 1100
1500 K Street, N.W.
Washington, D.C. 20005-1209
☐ 202-842-8800

FACSIMILE INFORMATION SHEET

TO: USPTO FROM: Anthony Palumbo DIRECT DIAL: 202-354-1352
DATE: January 28, 2008 DOCUMENT NAME: _____
NUMBER OF PAGES: INCLUDING COVER 14
TELEPHONE NUMBER: _____ FAX NUMBER: 571-273-0140

IF YOU DO NOT RECEIVE THIS FAX DOCUMENT IN ITS
ENTIRETY, PLEASE CALL THE OPERATOR AT (202-842-8800)

DB&R FACSIMILE MACHINES

202-842-8465/66

Message: Please see attachment. Thank you.

Client/Matter No.: 047278/215701

☒ Original will not follow

☐ Original will follow via: ☐ Regular Mail ☐ Overnight Delivery ☐ Hand Delivery ☐ Other: _____

The pages which follow are confidential and/or privileged. They are intended solely for the person to whom this cover sheet is addressed. Any review, reproduction or retransmission of such material by any person other than such addressee is unauthorized. If this cover sheet and the pages which follow have been received at your location in error, please notify the operator by telephone (collect) at the number set forth above and return the material U.S. First-Class Mail without inspection. We will reimburse your postage. Thank you for your cooperation.

RECORDED: 01/28/2008

TRADEMARK
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