

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	10/20/2009		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Skyspan Umbrellas PTY, LTD		02/22/2011	Proprietary Company: AUSTRALIA
RECEIVING PARTY DATA			
Name:	Superior International Industries, Inc.		
Street Address:	1050 Columbia Drive		
City:	Carrollton		
State/Country:	GEORGIA		
Postal Code:	30117		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3764483	SKYSPAN	
CORRESPONDENCE DATA			
Fax Number:	(803)255-9831		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(803) 799-2000		
Email:	ip@nelsonmullins.com		
Correspondent Name:	Nelson Mullins Riley & Scarborough LLP		
Address Line 1:	100 North Tryon Street		
Address Line 2:	42nd Floor, IP Department		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	29464/09001		
NAME OF SUBMITTER:	Charles G. Zug		

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Signature:	/Charles G. Zug/
Date:	03/02/2011
Total Attachments: 4 source=SKYSPAN Assignment#page1.tif source=SKYSPAN Assignment#page2.tif source=SKYSPAN Assignment#page3.tif source=SKYSPAN Assignment#page4.tif	

CONFIRMATORY TRADEMARK ASSIGNMENT

This CONFIRMATORY TRADEMARK ASSIGNMENT (this "Agreement") is entered into by and between Superior International Industries, Inc., a Georgia corporation with its primary offices located at 1050 Columbia Drive, Carrollton, Georgia, 30117 ("SII") and Skyspan Umbrellas PTY, LTD, an Australian proprietary company with its primary offices located at 37a Centenary Place, Logan Village, Queensland, 4207, Australia ("Skyspan").

BACKGROUND

Whereas, Sii and Skyspan are parties to that certain Intellectual Property Assignment and Assumption Agreement (the "Assignment Agreement") effective as of October 20, 2009 (the "Effective Date");

Whereas, pursuant to the Assignment Agreement, Skyspan agreed to transfer (and did transfer) to Sii all of Skyspan's Intellectual Property (as defined in the Assignment Agreement) within the territory listed on Schedule B (the "Territory");

Whereas, pursuant to Section 1.9 of the Assignment Agreement; Skyspan agreed to execute and deliver further conveyance and assignment instruments as necessary or desirable to evidence more fully the transfer of ownership of the Intellectual Property to Sii in the Territory; and

Whereas, Sii desires to more fully evidence its ownership of certain trademarks, trade names, business names, source indicators, logos, and other marks assigned to it pursuant to the Assignment Agreement, including the registered and unregistered trademarks set forth on Schedule A hereto (collectively, the "Trademarks").

Now, therefore, in consideration of the mutual covenants and agreements set forth below, in the Assignment Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the parties acknowledge and agree as follows:

AGREEMENT

1. **ASSIGNMENT.** Skyspan hereby confirms that (i) it has irrevocably and unconditionally conveyed and assigned to Sii all of Skyspan's right, title, and interest in and to the Trademarks in the Territory, together with the goodwill of the business symbolized by and associated with the Trademarks in the Territory, including all common law rights and trademark registrations for the Trademarks in the Territory, same to be held by Sii for Sii's own use and enjoyment, and for the use and enjoyment of Sii's successors, assigns and other legal representatives, all rights to income, royalties, and license fees deriving from the Trademarks in the Territory, all causes of actions, claims, and rights to damages or profits, arising by reason of past, present and future infringements of the Trademarks or injury to the goodwill associated with the Trademarks in the Territory, and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in the Territory which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives; and (ii) such assignment was effective as of the Effective Date. Notwithstanding the foregoing, to the extent such prior assignment is deemed ineffective for any reason, Skyspan hereby irrevocably and unconditionally conveys and assigns to

Sii all of Skyspan's right, title, and interest in and to the Trademarks in the Territory, together with the goodwill of the business symbolized by and associated with the Trademarks in the Territory. The foregoing does not affect or involve any rights in the Trademarks outside of the Territory, all of which are retained by Skyspan.

2. **ASSISTANCE.** Skyspan acknowledges and agrees that it remains obligated pursuant to Section 1.9 of the Assignment Agreement to provide any further assistance as may be necessary or desirable to perfect Sii's right, title, and interest in and to the Trademarks in the Territory.

3. **GENERAL.**

3.1 **Governing Law.** This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Georgia (without giving effect to principles of conflicts of laws).

3.2 **Amendment.** This Agreement may not be amended, modified or supplemented except by written agreement of the parties.

3.3 **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

3.4 **Construction.** This Agreement was negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

3.5 **Entire Agreement.** This Agreement constitutes the entire agreement among the parties to this Agreement pertaining to the subject matter hereof, and supersedes all other prior agreements and understandings, both written and oral, among or between any of the parties with respect to such subject matter.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

Superior International Industries, Inc.

Skyspan Umbrellas PTY, LTD

By: Ray Derbeger

By: US Sullivan

Name: RAY DERBERGER

Name: CHARLES SULLIVAN

Title: PRESIDENT CEO

Title: DIRECTOR

Date: FEB 22, 2011

Date: 22/02/2011

SCHEDULE A

REGISTERED TRADEMARKS

Registration Number	Trademark
3764483	SKYSPAN

UNREGISTERED TRADEMARKS

SKYSPAN
SKYSPAN STRUCTURES
HORIZON
PANORAMA
SUNSET
VISTA

SCHEDULE B**TERRITORY**

All countries in North America, including:

- Canada
- Mexico
- United States of America

All countries in the Caribbean including:

- The Bahamas
- Cuba
- Jamaica
- Haiti
- Dominican Republic
- Puerto Rico