

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Philips Products, Inc.		05/04/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Dexter Axle Company		
Street Address:	2900 Industrial Parkway East		
City:	Elkhart		
State/Country:	INDIANA		
Postal Code:	46516		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2634218	VENTADOME	
Registration Number:	2466097	NORTHERN BREEZE	
CORRESPONDENCE DATA			
Fax Number:	(303)744-4653		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303-744-4743		
Email:	jt4006@gates.com		
Correspondent Name:	Jeffrey A. Thurnau		
Address Line 1:	1551 Wewatta Street		
Address Line 2:	MS 10-A3		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	PHILIPS - DEXTER AXLE		
NAME OF SUBMITTER:	Jeffrey Thurnau		
Signature:	/jeffrey thurnau/		

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TRADEMARK
REEL: 004527 FRAME: 0433

Date:

04/22/2011

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This ASSIGNMENT is made this 4th day of May, 2009 between Philips Products, Inc., a Delaware corporation, whose business address is 3221 Magnum Drive, Elkhart, Indiana 46516 (hereinafter referred to as "Assignor") and Dexter Axle Company, a Delaware corporation, whose business address is 2900 Industrial Parkway East, Elkhart, Indiana 46516 (hereinafter referred to as "Assignee").

Assignor is the sole owner of all right, title and interest in and to all of the trademarks, including the registrations and applications, for the goods and/or services identified therein, set forth in Schedule A attached hereto (collectively the "Marks").

In consideration of the payment of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably sells, assigns and transfers to Assignee all of its right, title and interest in the United States and all countries worldwide in and to the Marks therefor, together with at least that portion of Assignor's business in connection with which it uses the Marks along with the goodwill associated with the Marks together with all related common law rights and the goodwill of the business symbolized thereby and all documentation, certificates of registration and other materials in possession of Assignor and its agents and representatives establishing and manifesting the Marks.

This Trademark Assignment includes the transfer of all claims for damages by reason of past infringement of the Marks with the right to sue for and collect same and in and to all legal equivalents of the Marks in foreign countries.

Assignor agrees to do all other acts, provide any evidence and execute all other documents which, in the reasonable opinion of Assignee may be necessary or desirable for the assignment, transfer, recordation, application, registration, maintenance, renewal and enforcement of the Marks in the United States and in all other countries where Assignee may desire to have such Marks.

This Trademark Assignment shall be binding upon the parties, their successors, administrators, heirs and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed the Trademark Assignment as of the date first written above.

ASSIGNOR

ASSIGNEE

PHILIPS PRODUCTS, INC.

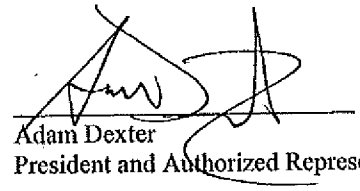
DEXTER AXLE COMPANY

By:



Javier Del Castillo
Authorized Representative

By:



Adam Dexter
President and Authorized Representative

SCHEDULE A

U.S. Trademark Registration No. 2,466,097 for NORTHERN BREEZE

U.S. Trademark Registration No. 2,634,248 for VENTADOME