

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
Gates Canada Inc.		08/02/2011	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Stackpole Powertrain International ULC		
Street Address:	1325 Comorant Rd.		
City:	Ancaster, Ontario		
State/Country:	CANADA		
Postal Code:	L9G 4V5		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3344343	STACKPOLE	
CORRESPONDENCE DATA			
Fax Number:	(713)221-1212		
Phone:	7132211515		
Email:	Ron.Derrington@bgllp.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Keith Ron Derrington		
Address Line 1:	P.O. Box 61389		
Address Line 4:	Houston, TEXAS 77208-1389		
ATTORNEY DOCKET NUMBER:	079135.000001		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

OP \$40.00 3344343

900203799

**TRADEMARK
 REEL: 004635 FRAME: 0858**

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Keith Ron Derrington

Signature:

/Keith Ron Derrington/

Date:

10/05/2011

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Intellectual Property Assignment (this "Assignment"), dated as of August 2, 2011 (the "Effective Date"), is made by GATES CANADA INC. ("Assignor"), in favor of STACKPOLE POWERTRAIN INTERNATIONAL ULC (f/k/a Sterling Powertrain International, ULC) ("Assignee").

RECITALS

WHEREAS Assignor, the full post office address of whose principal office or place of business is 225 Henry Street Unit #8, Brantford, Ontario N3S 7R4, is the owner of the applications and/or registrations for trademarks, including all goodwill associated therewith, listed on the attached Schedule A (the "Trademarks");

WHEREAS Assignee, the full post office address of whose principal office or place of business is 1325 Cormorant Rd., Ancaster, Ontario L9G 4V5, is desirous of acquiring the whole right, title and interest in and to the Trademarks, together with the goodwill associated therewith, and Assignor desires to assign the Trademarks to Assignee;

WHEREAS, Assignor and Assignee are parties to that certain Asset and Share Purchase Agreement, dated as of July 7th, 2011 (as amended from time to time, the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to deliver and execute this Assignment at Closing (as defined in the Purchase Agreement) for the purpose of evidencing Assignors assignment to Assignee all of Assignor's right, title and interest in and to the Trademarks;

NOW THEREFORE, for one dollar and other good and valuable consideration pursuant to the Asset Purchase Agreement, the receipt and sufficiency of which Assignor hereby acknowledge, the parties agree as follows:

1. Assignor confirms that it is the sole owner of the Trademarks.
2. Assignor hereby sells, assigns and transfers and confirms that it has sold, assigned and transferred, to Assignee, effective as of the Effective Date, its entire worldwide right, title and interest in the Trademarks, including all registrations and applications thereof, all registrations which may be granted in respect of such applications, all renewals of such registrations, and all common law rights therein, together with the goodwill of the business carried on in association with the Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, including the right, throughout the world, to use, register, and sell wares and services thereunder, to the end of the term or terms for which said Trademarks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, and including its entire right, title and interest in and to all income, royalties, damages and payments now or hereafter

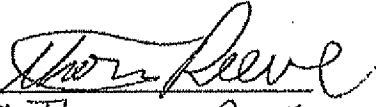
due or payable with respect to the Trademarks, and in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment, in all cases under this Paragraph 2 subject to the terms and conditions of the Purchase Agreement.

3. This Assignment is binding upon, and inures to the benefit of, the parties and their respective legal representatives, successors and assigns.
4. Assignor and Assignee each hereby requests the United States Commissioner of Patents and Trademarks and/or the applicable foreign authorities and agencies to record this Assignment.
5. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Trademarks. In the event that any aspect of the Assignee's right, title and interest as described in Paragraph 2 may not be assigned pursuant to the laws of any jurisdiction covered by a Trademark, then such non-transferrable aspect shall be deemed excluded for that jurisdiction but this Assignment shall apply in such jurisdiction to all other aspects of the Assignee's right, title and interest that may be assigned.
6. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by, and construed in accordance with, the laws of the Province of Ontario without regard to the choice of law principles thereof.
7. Without further consideration, Assignor and Assignee will execute and deliver, or arrange for the execution and delivery of all papers and do all lawful acts, including the execution of such other instruments of conveyance, transfer or assumption, for Assignee to perfect title in the Trademarks.
8. No waiver, modification or change of any of the provisions of this Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

EXECUTED at Denver, CO, as of the Effective Date.

Gates Canada Inc.

By: 
Name: Thomas C. Reeve

Title: Authorized Representative

**Stackpole Powertrain
International ULC**

By: _____
Name: Kent Wallace
Title: Vice President and Secretary

[Signature Page - Trademark Assignment #2]

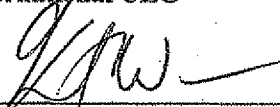
EXECUTED at Houston, TX as of the Effective Date.

Gates Canada Inc.

By: _____
Name:

Title:

**Stackpole Powertrain
International ULC**

By:  _____
Name: Kent Wallace
Title: Vice President and Secretary

[Signature Page - Trademark Assignment #2]

SCHEDULE "A"

Trademark	Country	Serial No	Reg No
PRESDENS	CA	808091	TMA505770
SELECTDENS	CA	887220	TMA548615
STACKPOLE	CA	644179	TMA377715
STACKPOLE	CA	670505	TMA391806
STACKPOLE	US	78/968,166	3,344,343