### 900211066 01/03/2012

### 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        |
|------------------------|----------|----------------|--------------------|
| Peveto Companies, Ltd. |          | 12/22/2011     | CORPORATION: TEXAS |

#### RECEIVING PARTY DATA

| Name:           | Textron Inc.                     |  |
|-----------------|----------------------------------|--|
| Street Address: | 40 Westminster Street            |  |
| City:           | Providence                       |  |
| State/Country:  | RHODE ISLAND                     |  |
| Postal Code:    | 02903                            |  |
| Entity Type:    | tity Type: CORPORATION: DELAWARE |  |

### PROPERTY NUMBERS Total: 1

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 2527828 | ОРТІМА    |

## CORRESPONDENCE DATA

 Fax Number:
 (248)641-0270

 Phone:
 248-641-1600

 Email:
 docketingtm@hdp.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US

Mail.

Correspondent Name: Garrett C. Donley

Address Line 1: 5445 Corporate Drive, Suite 200
Address Line 4: Troy, MICHIGAN 48098

| ATTORNEY DOCKET NUMBER: | 3191E-200230/US     |
|-------------------------|---------------------|
| NAME OF SUBMITTER:      | Garrett C. Donley   |
| Signature:              | /Garrett C. Donley/ |
| Date:                   | 01/03/2012          |

# Total Attachments: 3

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#### **ASSIGNMENT AND CONSENT**

WHEREAS, Peveto Companies, Ltd., a corporation of the State of Texas, U.S.A., having its principal offices at 320 E. Nakoma, San Antonio, Texas 78216, U.S.A. (hereinafter "ASSIGNOR") has used and is the owner of the following trademark which has been registered in the United States Patent and Trademark Office:

TrademarkReg. No.Reg. DateAppl. No.Filing DateAssociated GoodsOPTIMA2,527,8281/8/200275/462,8964/6/1998"Brake shoes"

WHEREAS, Textron Inc., a corporation of the State of Delaware, U.S.A., having its principal offices at 40 Westminster Street, Providence, Rhode Island 02903, U.S.A. (hereinafter "ASSIGNEE") is desirous of acquiring all rights in and to said trademark.

THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the ASSIGNOR hereby sells, assigns and transfers unto the ASSIGNEE, its successors, legal representatives and assigns, its entire right, title and interest in and to the said trademark and the said trademark registration for this trademark, on a worldwide basis, together with the goodwill of the business symbolized thereby, and all rights to damages or profits, due or accrued, arising out of past infringement of the said mark or injury to said goodwill, including the right to grant licenses for use thereof and the right to sue for and recover the same in the ASSIGNEE's own name.

AND for the same consideration, the ASSIGNOR warrants that it is the owner of all rights in and to, and has good and valid title to, the trademark, including the goodwill associated with same and the above-identified registration therefor.

AND for the same consideration, the ASSIGNOR hereby covenants and agrees to and with the ASSIGNEE, its successors, legal representatives and assigns, that the ASSIGNOR shall execute all papers and documents, take all lawful oaths, and do all acts necessary or

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required to effect and record this transfer, including the signature of any papers required by the United States Patent and Trademark Office, without charge to the ASSIGNEE, its successors, legal representatives and assigns.

AND for the same consideration, the ASSIGNOR hereby consents to the use and registration by ASSIGNEE, its successors, legal representatives and assigns, of ASSIGNEE's "OPTIMA" trademark, currently under application for registration in the United States Patent and Trademark Office under Application Serial No. 85/246,618, filed February 18, 2011, for the following associated goods (as well as any similar amended associated goods descriptions and/or any similar or replacement additional U.S. application(s) that may be required to satisfy the requirements of the Patent and Trademark Office and/or to secure registration) and covenants and agrees to not object to ASSIGNEE's use or oppose ASSIGNEE's registration of its "OPTIMA" trademark for the following or similar associated goods:

Trademark Class 7 - Aftermarket parts and accessories for land vehicles, namely, engine parts, namely, air filters, oil filters, spark plugs, head gaskets, intake and exhaust valves, pistons, spark plug wires, crankshafts, piston rings, cams, carburetors, fuel pumps, fuel filters and timing belts, motors;

Trademark Class 9 - Aftermarket parts and accessories for vehicles, namely, radios for land vehicles, MP3 players for land vehicles, Global positioning systems (GPS) for land vehicles; and

Trademark Class 12 - Aftermarket parts and accessories for land vehicles, namely, wheels, tires, brake pads, brake shoes, steering wheels, electronic speed controllers, cabs, enclosures, namely, soft fabric tops with metal frames for vehicles, axles, differentials and suspension components, namely, shock absorbers, springs and lift kits primarily consisting of leaf springs, shackle mounts, axles and spindles, all for increasing vehicle ground clearance, brush guards, step bars for facilitating vehicle access, and light kits primarily consisting of headlights, taillights, auxiliary decorative lighting and wire harnesses; all for gasoline and electric-powered on-road and off-road land vehicles, light-transportation vehicles and low-speed vehicles used as personal residential and neighborhood vehicles, plant personnel carriers, general utility and maintenance cars, motel and resort cars, baggage carriers, golf cars, turf maintenance vehicles, trailers; Structural parts for gasoline and electric-powered automobiles.

AND for the same consideration, the ASSIGNOR hereby covenants and agrees to and with the ASSIGNEE, its successors, legal representatives and assigns, that the ASSIGNOR will

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not use, register or attempt to register the "OPTIMA" mark, or any mark confusingly similar thereto, in association with any goods that are confusingly similar to the above-identified goods.

| IN WITNESS WHEREOF, this Assignment and Consent has been executed at  |
|---|
| on the 22 day of Dec., 2011.  |
| ASSIGNOR - Fleveto Companies, Ltd  By  Printed Name: Dowid Volume  Title: CED.                                    |
| United States of America  State of YUG5 ss:  County of BUAT   |
| On this 22 day of Dec , 2011, before me appeared Dould Peveto   |
| who executed the foregoing Assignment and Consent and acknowledged the foregoing                                  |
| Assignment and Consent to be his/her own free act and deed and that he/she executed the                           |
| same of his/her own free will for the purpose therein set forth, on behalf of the ASSIGNOR and                    |
| pursuant to authority duly received.  |
| DONNA M. ARCE Notary Public, State of Texas Notary Public Notary Public Notary Public Notary Public Notary Public |

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