

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
Atlantic Research Corporation		10/05/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ARC Automotive, Inc.		
Street Address:	1729 Midpark Road, Suite D		
City:	Knoxville		
State/Country:	TENNESSEE		
Postal Code:	37921		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2091759	ARCAIR	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	044844-0016		
NAME OF SUBMITTER:	Anna T Kwan		
Signature:	/atk/		
Date:	10/22/2012		

OP \$40.00 2091759

Total Attachments: 5

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**TRADEMARK ASSIGNMENT
ASSIGNMENT AND AGREEMENT**

Trademark Assignment, dated as of October 5, 2012, (the "Assignment and Agreement") between Atlantic Research Corporation, a Delaware corporation, with offices at 300 Blaisdell Rd., Orangeburg, New York 10962 (the "Assignor"), and ARC Automotive, Inc., a Delaware corporation with offices at 1729 Midpark Road, Suite D, Knoxville, Tennessee 37921 (the "Assignee").

NOW, THEREFORE, for \$1.00 (one U.S. dollar) and other good and valuable consideration, the receipt and sufficiency of which the Assignor hereby acknowledges, the Assignor hereby sells, assigns, transfers, conveys, and delivers to the Assignee, its legal representatives, successors, and assigns, all of the Assignor's right, title, and interest in and to:

(a) the registered and unregistered trademarks, service marks and trade names and applications for registration of trademarks and service marks specifically listed in Schedule A to this Trademark Assignment (collectively, the "Marks"); and

(b) the following properties and rights with respect to all Marks so listed in Schedule A:

(i) all goodwill associated with the business related to the Marks together with all rights to use, license and otherwise exploit the Marks;

(ii) any and all registered Marks and applications for registration of the United States, the European Union or any other jurisdiction that have been or may be granted or filed, respectively, with respect to such Marks;

(iii) all foreign Marks that may claim priority based on and correspond to the Marks listed in Schedule A;

(iv) all income, royalties, damages, and payments hereafter due or payable to the Assignor with respect to the Marks, including without limitation unpaid damages and payments for past, present, and future infringements of any Mark;

(v) all rights in and under the Marks to the fullest extent allowed by law as fully as the Assignor would have held the same in the absence of this assignment; and

(vi) all rights to sue and recover damages and payments for past, present, and future infringements or dilution of any of the Marks, including the right to fully and entirely replace the Assignor in all related matters.

As of the date hereof, the Assignee has succeeded to all right, title, and standing of the Assignor to: (a) receive all rights and benefits pertaining to the Marks and related rights described above and (b) commence, prosecute, defend and settle all claims and take all actions that the Assignee, in its sole discretion, may elect in relation to the Marks described above. This Assignment and Agreement is irrevocable and effective upon the Assignor's signature to and delivery of a manually signed copy of this instrument.

Assignor hereby covenants and warrants that it has the full right to convey the interests herein assigned, has not entered or executed and will not enter or execute any arrangement or agreement in conflict herewith and is not aware of any arrangement or agreement that would conflict with any of the provisions herein or the desire of Assignee to acquire the entire right, title and interest in and to the Marks.

Assignor hereby further covenants and agrees that it will ensure the following actions are taken upon request without further compensation from Assignee:

- a. the execution and delivery of any and all papers that may be necessary or desirable to evidence the use of the Marks or to perfect the title in or to the Marks to Assignee.
- b. the execution and delivery of any and all papers that may be necessary or desirable for the filing by Assignee of any additional applications for the Marks or any derivative applications based upon the Marks, or any disclaimer relating thereto, and the procuring thereof;
- c. all cooperation reasonably requested by the Assignee in connection with the filing and recordation of this Assignment and Agreement; and
- d. the performance of such other acts as may be reasonably requested by Assignee to give Assignee the full benefit of this Assignment and Agreement and obtain its rights and interests in and to the Marks.

This Assignment and Agreement and its provisions shall be binding upon Assignor's successors and legal representatives, and shall inure to the benefit of the successors, legal representative and assigns of Assignee and all future assigns thereof.

Notwithstanding anything to the contrary in this Assignment and Agreement, (i) no provision hereof shall in any way supersede, modify, replace, restrict, limit or in any way affect the rights and obligations of the parties under the Stock Purchase Agreement, dated as of October 5, 2012 the "Stock Purchase Agreement"), by and among ARCAS Automotive Group, Inc., a corporation organized under the laws of Delaware, Sequa Corporation, a Delaware corporation, Casco Investors Corporation, a New York corporation, Sequa Holdings, Inc., a Delaware corporation, and Atlantic Research Corporation, a Delaware corporation, and (ii) in the event of any conflict between the terms of this Assignment and Agreement and the Stock Purchase Agreement, the terms of the Stock Purchase Agreement shall control.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has caused this Assignment and Agreement to be executed by its duly authorized officer and delivered as of the date hereof.

ATLANTIC RESEARCH CORPORATION
as Assignor

By: [Signature]
Steven R. Lowson
Vice President

STATE OF: New York
COUNTY OF: Rockland

On October 15, 2012 before me, Wanda Cardona (the undersigned notary), personally appeared Steven R. Lowson personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her 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.

[Signature]
Notary Public

My commission expires: April 2, 2016

(Notary Seal)

WANDA CARDONA
Notary Public, State of New York
Qualified in Orange County
Registration # 01CA6258683
Commission Expires April 2, 2016

IN WITNESS WHEREOF, the undersigned has caused this ASSIGNMENT AND AGREEMENT to be executed by its duly authorized officer and delivered as of the date hereof.

ARC AUTOMOTIVE, INC.
as Assignee

By: [Signature]
Steven R. Lawson
Vice President

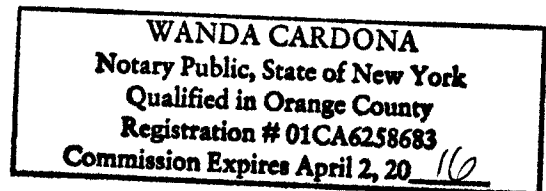
STATE OF: New York
COUNTY OF: Rockland

On October 15, 2012 before me, Wanda Cardona (the undersigned notary), personally appeared Steven R. Lawson personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her 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.

[Signature]

Notary Public
My commission expires: April 2, 2016
(Notary Seal)



SCHEDULE A

Trademark Applications and Registrations

<i>Country</i>	<i>Trademark</i>	<i>App. No.</i>	<i>Filing date</i>	<i>Registration No.</i>	<i>Reg. date</i>
United States	ARCAIR	74659310	4/11/1995	2091759	8/26/1997

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