

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Westlake Clutch USA Ltd.

- Individual(s)
- Partnership
- Corporation- State: IL
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) ILLINOIS

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) Oct. 01, 2012

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Westlake Manufacturing, Inc.

Street Address: 950 County Line Road

City: Bensenville

State: IL

Country: USA Zip: 60106

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship ILLINOIS
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

77/361686 westlake

B. Trademark Registration No.(s)

2958681 & 2849596

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

77/361686 -- Westlake, 2958681 -- Westlake, 2849596 -- TieLiu

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Guohua Ni

Internal Address: _____

Street Address: 950 County Line Road

City: Bensenville

State: IL Zip: 60106

Phone Number: 630 694 0718

Docket Number: 630 694 0720

Email Address: westlake@xl-clutch.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$120.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

[Signature]
Signature

Guohua Ni

Name of Person Signing

01/05/2013

Date

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004944 FRAME: 0617

700499123

OP \$90.00 77361686

TRADEMARK ASSIGNMENT

WHEREAS, Westlake Clutch U.S.A. Ltd., an Illinois corporation, having its place of business at 950 County Line Road, Bensenville, IL 60106 ("Assignor"), acquired, adopted and used, and thereby owns, all rights, title and interests in and to the trademarks and United States registrations thereof, and United States applications for registration thereof, identified in Exhibit A attached hereto and by this reference incorporated herein (the "Marks"), along with the goodwill of the businesses appurtenant to said Marks; and

WHEREAS, Assignor intends and agrees to assign its entire rights, title and interests in and to the Marks and the goodwill appurtenant thereto to **Westlake Manufacturing, Inc.**, an Illinois corporation having its principal place of business at 950 County Line Road, Bensenville, IL 60106 ("Assignee"); and

WHEREAS, in order to effectuate Assignor's assignment of its entire rights, title and interests in and to the Marks, and the goodwill appurtenant thereto, to Assignee, as set forth above, Assignor is executing this instrument of assignment.

NOW, THEREFORE, for thirty-two thousand, nine-hundred, fifty-six dollars (\$32,956.00), and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor does hereby sell, assign, convey and transfer to Assignee, its successors, assigns and legal representatives, its full and entire rights, title and interests in and to the Marks identified in said Exhibit A, and the attendant goodwill symbolized by the Marks, together with all common law rights, together with all rights and privileges granted and secured thereby, including the right to sue for all causes of action related to the Marks, and the right to sue in Assignee's own name and to recover for any damages and profits for past infringement, unfair competition or passing off, said rights to be held and enjoyed by said Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made;

Assignor hereby agrees that Assignee shall have the right to record this instrument of assignment in the United States Patent and Trademark Office so as to establish Assignee as owner of record of the Marks in the United States.

Assignor further agrees, at the request of Assignee and without charge or cost to Assignee, to: (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this Assignment; and (ii) fully cooperate with Assignee, as reasonably required, to enable Assignee to duly perfect, secure, and record this instrument of assignment with the United States Patent and Trademark Office so that Assignee's ownership of the Marks is duly made of record in the United States.

Assignor also hereby agrees with the said Assignee that Assignor will not execute any writing or do any act whatsoever conflicting with these covenants and agreements, it being understood that the foregoing covenant and agreement shall bind assigns and legal representatives of Assignor and inure to the benefit of the assigns and legal representatives of Assignee.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed on this 4 day of October, 2012.

WESTLAKE CLUTCH U.S.A. LTD.

By: [Signature]
[GUOHUA NI], President

State of Illinois)
County of DUPAGE) SS

On this 4th day of OCTOBER, 2012, before me, CHRISTINE SZPONAR, the undersigned Notary Public, personally appeared GUOHUA NI personally known to me OR _____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



[Signature]
Notary's Signature

SCHEDULE A

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|-------------------|------------|
| | |
| TIE LIU & Design | 2,849,596 |
| WESTLAKE & Design | 2,958,681 |
| WESTLAKE & Design | 77,361,686 |