

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
Hastings Manufacturing Company, LLC		05/30/2013	LIMITED LIABILITY COMPANY: MICHIGAN
RECEIVING PARTY DATA			
Name:	Hastings Manufacturing Company		
Street Address:	325 North Hanover Street		
City:	Hastings		
State/Country:	MICHIGAN		
Postal Code:	49058		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2040277	HASTINGS	
Registration Number:	3024445	HASTINGS	
Registration Number:	3210151	HASTINGS	
Registration Number:	1312070	FLEX-VENT	
Registration Number:	1312071	MINI FLEX-VENT	
Registration Number:	1810465	THE ORIGINAL RING LEADER	
Registration Number:	1848077	H	
Registration Number:	2032087	HASTINGS	
Registration Number:	3210152	HASTINGS	
Registration Number:	1681587	HYPER-VENT	
Registration Number:	3458683	HASTINGS MEANS HORSEPOWER	
CORRESPONDENCE DATA			
Fax Number:			

900256699

TRADEMARK
 REEL: 005038 FRAME: 0515

OP \$290.00 2040277

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

Email: mtily@fdh.com
Correspondent Name: Michael Tily
Address Line 1: 177 Broad Street
Address Line 4: Stamford, CONNECTICUT 06901

NAME OF SUBMITTER:	Michael Tily
Signature:	/Michael Tily/
Date:	05/31/2013

Total Attachments: 14

source=IP Assignment Agreement - Fully Executed (01648696)#page1.tif
source=IP Assignment Agreement - Fully Executed (01648696)#page2.tif
source=IP Assignment Agreement - Fully Executed (01648696)#page3.tif
source=IP Assignment Agreement - Fully Executed (01648696)#page4.tif
source=IP Assignment Agreement - Fully Executed (01648696)#page5.tif
source=IP Assignment Agreement - Fully Executed (01648696)#page6.tif
source=IP Assignment Agreement - Fully Executed (01648696)#page7.tif
source=IP Assignment Agreement - Fully Executed (01648696)#page8.tif
source=IP Assignment Agreement - Fully Executed (01648696)#page9.tif
source=IP Assignment Agreement - Fully Executed (01648696)#page10.tif
source=IP Assignment Agreement - Fully Executed (01648696)#page11.tif
source=IP Assignment Agreement - Fully Executed (01648696)#page12.tif
source=IP Assignment Agreement - Fully Executed (01648696)#page13.tif
source=IP Assignment Agreement - Fully Executed (01648696)#page14.tif

INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is entered into as of this 30th day of May, 2013, by and between Hastings Manufacturing Company, LLC, a Michigan limited liability company ("Assignor"), and Hastings Manufacturing Company, a Delaware corporation ("Assignee").

WHEREAS, Assignor, Assignee and the members of Assignor have entered into that certain Asset Purchase Agreement dated as of May 13, 2013 (the "Purchase Agreement"); and

WHEREAS, on the terms and subject to the conditions set forth in the Purchase Agreement, Assignor has agreed to assign and Assignee has agreed to assume, among other assets, the Assigned IP and any Assumed Liabilities relating to the Assigned IP.

NOW, THEREFORE, in consideration of the recitals and of the mutual promises made below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Defined Terms. All capitalized terms used in this Agreement, unless otherwise defined herein, shall have the meaning assigned to them in the Purchase Agreement.

2. Assignment of Assigned IP. On the terms and subject to the conditions of the Purchase Agreement, effective as of the Closing, Assignor hereby assigns, conveys, delivers and transfers to Assignee, and Assignee hereby purchases and takes assignment of and title to, all of Assignor's right, title and interest in and to the Assigned IP (including, but not limited to, the trademark applications and registrations listed on Exhibit A hereto and the domain names listed on Exhibit B hereto), including all of the goodwill associated with the use thereof and symbolized thereby and all future proceeds thereof and the rights to sue for past, present and future infringements, and assumes and agrees to fully perform and discharge when due all liabilities related to, arising under or in connection with, the Assigned IP, whether arising prior to, or after the Closing Date. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all registrations and applications for the trademarks included in the Assigned IP, including all of the goodwill associated therewith, to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations that may issue with respect to any applications for a trademark or service mark included in the Assigned IP, in accordance with this Agreement.

3. Purchase Agreement. This Agreement is being executed and delivered pursuant and subject to the Purchase Agreement. Nothing in this Agreement shall, or shall be deemed to, defeat, limit, alter or impair, enhance or enlarge any right, obligation, claim, remedy, limitation, exclusion or exculpation set forth in the Purchase Agreement, including but not limited to Assignor's representations, warranties, covenants and agreements and the indemnities granted by Assignor, all of which are incorporated herein by this reference. In the event of any conflict between this Agreement and the Purchase Agreement, the Purchase Agreement shall control.

4. Further Assurances. From time to time, at or following the Closing, Assignor and Assignee shall execute, acknowledge and deliver all such further conveyances, notices, assumptions and releases and such other instruments, and shall take such further actions, as may be reasonably necessary or requested to fully convey to Assignee all of the properties, rights, titles, interests, powers and privileges in the Assigned IP to be conveyed to Assignee under this Agreement and to secure the rights assigned hereby and to obtain and/or transfer trademark or service mark registrations (and applications therefor), and similar governmental grants confirming or enhancing said rights; to assure fully to Assignor the assumption of the Assumed Liabilities intended to be assumed by Assignee under this Agreement; and to otherwise make effective as reasonably promptly as practicable the transactions contemplated hereby. Assignor agrees to provide the appropriate authorizations to, and to execute the appropriate forms for, the applicable registration organization, or to Assignee if appropriate, and will use its reasonable efforts to comply promptly, at Assignee's expense, with all other remaining steps necessary to transfer to Assignee all domain names held by Assignor or by third parties on Assignor's behalf.

5. Successors and Assigns; No Assignment. Neither Assignor nor Assignee may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party except as provided in the Purchase Agreement. Any attempted assignment or delegation without the required consent shall be null and void. Subject to the foregoing, this Agreement shall be binding upon, enforceable against and inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.

6. Governing Law. This Agreement and any claims arising out of or relating to this Agreement or the transactions contemplated by this Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without giving effect to any choice or conflict of law principles.

7. Amendment; Waiver. This Agreement may be altered, amended or modified in whole or in part at any time only by a writing signed by Assignor and Assignee. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No failure or delay by any party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder. No waiver shall be binding unless executed in writing by the party making the waiver, with such writing specifically referring to the term so waived and explicitly making such waiver.

8. Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic mail will be effective as delivery of a manually executed counterpart of this Agreement.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first above written.

ASSIGNOR:

HASTINGS MANUFACTURING
COMPANY, LLC
a Michigan limited liability company

By: 

Name: Cory Gaffney

Title: Authorized Signatory

ASSIGNEE:

HASTINGS MANUFACTURING
COMPANY
a Delaware corporation

By: _____

Name:

Title:

Signature Page to IP Assignment and Assumption Agreement

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first above written.

ASSIGNOR:

HASTINGS MANUFACTURING
COMPANY, LLC
a Michigan limited liability company

By: _____

Name:

Title: Authorized Signatory

ASSIGNEE:

HASTINGS MANUFACTURING
COMPANY
a Delaware corporation

By: _____

Name: Michael W. Rubel

Title: Secretary

[Signature Page to Assignment and Assumption of IP Agreement]

ACKNOWLEDGMENTS

STATE OF Michigan)
) SS:
COUNTY OF Calhoun)

Before me a Notary Public in and for said County and State personally appeared CORY GAFFNEY, as the Authorized Signatory of Hastings Manufacturing Company, LLC, who acknowledged the execution of the foregoing instrument on behalf of said limited liability company.

Witness my hand and Notarial Seal this 10th day of May, 2013.

My Commission expires:
3-3-2019

Signed: Linda J Jablonski
Printed: Linda J Jablonski

LINDA J. JABLONSKI
Notary Public, Macomb County, MI
Acting In Calhoun County, Michigan
My Commission Expires on 03-02-2019

ACKNOWLEDGMENTS

STATE OF Connecticut)
COUNTY OF Fairfield) SS:

Before me a Notary Public in and for said County and State personally appeared Michael W. Rubel, as the Secretary of Hastings Manufacturing Company, who acknowledged the execution of the foregoing instrument on behalf of said corporation.

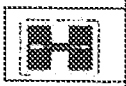


Witness my hand and Notarial Seal this 12th day of May, 2013.

My Commission expires:

10/31/2017

Signed: Martha Gallucci
Printed: Martha Gallucci










EXHIBIT A










Mark	Goods	Reg. No.	Class	Reg. Date
HASTINGS	Land vehicle and machine internal combustion engine parts, namely, piston rings, spacers and expanders	2,040,277	7	2/25/1997
HASTINGS	Parts for internal combustion engines of the reciprocating piston type, namely, pistons	3,024,445	7	12/6/2005
HASTINGS	Hand-operated tools... Electrical apparatus ...	3,210,151	8, 9	2/20/2007
FLEX-VENT	Piston rings	1,312,070	7	1/1/1985
MINI FLEX-VENT	Piston rings	1,312,071	7	1/1/1985
THE ORIGINAL RING LEADER	Land motor vehicle engine parts; namely, piston rings	1,810,465	7	12/14/1993
FANCIFUL H + Arrow Design 	Internal combustion engine parts; namely, piston rings	1,848,077	7	8/2/1994
TOUGH GUY DESIGN (In Circle) 	Land vehicle and machine internal combustion engine parts; namely, piston rings, spacers and expanders	2,032,087	7	1/21/1997
TOUGH GUY DESIGN (In Circle) 	Hand-operated tools... Electrical apparatus ...	3,210,152	8, 9	2/20/2007


*HYPER-VENT	Piston rings	1681587		5/31/1992
HASTINGS MEANS HORSEPOWER	Piston Rings	3,458,683	7	7/1/2008






See attachment for foreign trademarks.

*This mark expired March 31, 2011.

File	Country	Mark	Reg. No.	Class	Reg. Date	Renewal Date	Remarks/Status
FT-300	Argentina	HASTINGS	2400776	7	10/15/10	10/15/2020	
FT-301	Argentina	FLEX-VENT	1723691	12	02/08/99	3/2/2009	Renewal Pending
FT-303A	Argentina	FLEX-VENT	1886797	7	07/31/92	9/25/2012	Renewal Pending Filed 08/01/12
FT-306	Argentina		Ser. No. 3181532 1742868	7	04/17/89	4/26/2021	Renewal Pending Filed 06/23/09
FT-306A	Argentina		1723692	12	02/08/89	3/2/2009	Renewal Pending Filed 06/23/09
FT-322	Argentina		App. 2205774 Reg. 1742868	7	App. 05/01/99 Reg. 07/1/99	07/01/09	
FT-326	Argentina			7			To be applied for
FT-300	Australia	HASTINGS	808497	7	09/28/99	9/28/2019	
FT-322	Australia		1439294	7	07/27/11	07/27/21	
FT-326	Australia		1439297	7	07/27/11	07/27/21	
FT-300	Brazil	HASTINGS	2430495	7	06/18/91	11/29/2020	
FT-303	Brazil	FLEX-VENT	813804199	7	04/26/96	4/26/2016	
FT-300	Canada	HASTINGS	UKA 49808	--	04/28/94	4/28/2014	
FT-300D	Canada	HASTINGS	TMA 641,953	--	07/11/05	7/11/2020	
FT-303	Canada	FLEX-VENT	138318	--	11/10/61	11/10/2021	
FT-313	Canada	MIMI FLEX-VENT	370997		07/20/90	7/20/2020	
FT-322	Canada	FANCIFUL H - Arrow Design	480249		08/12/97	8/12/2012	Renewal Pending
FT-322C	Canada	 FANCIFUL H - Arrow Design	TMA 644,654	--	07/19/05	7/19/2020	
FT-326	Canada	 TOUGH GUY DESIGN (in Circle)	480389	--	08/13/97	8/13/2012	Renewal Pending
FT-326B	Canada	 TOUGH GUY DESIGN (in Circle)	TMA 644,841		07/22/05	7/22/2020	
FT-303	Chile	HASTINGS	Ser. No. 66790 Reg. No. 717321		05/08/97 Renewal 02/11/05		

File	Country	Mark	Reg. No.	Class	Reg. Date	Renewal Date	Remarks/Status
FT-300	China	HASTINGS	Ser. No. 78679567	7	Filed 11/27/09		Application Pending Denied on basis of Chinese Reg. No. 7358995 for HASTINGS by Yi Zheng Huan Fashion Ring Co., Ltd., which is currently the basis of a pending application to cancel the conflicting registration filed 1/30/12.
FT-322	China	 FANCIFUL H Arrow Design	Ser. No. 78679577	7	01/21/11	1/20/2021	
FT-326	China	 TOUGH GUY DESIGN (In Circle+ Hastings)	Ser. No. 78679559	7	Filed 11/27/09		Application Pending
FT-326A	China	 TOUGH GUY DESIGN (In Circle with Hastings)	Ser. No. 10441173	7	Filed 1/19/12		Application Pending
FT-332	China	 HASTINGS	Ser. No. 10441172	7	Filed 1/19/12		Application Pending
FT-300	Colombia	HASTINGS	90.269	1	11/30/65	11/21/2012	Renewal Pending
FT-300A	Colombia	HASTINGS	90.270	7	11/30/65	11/21/2012	Renewal Pending
FT-300B	Colombia	HASTINGS	90.272	4	11/31/67	11/21/2012	Renewal Pending
FT-300A	Costa Rica	HASTINGS	199796	7	Filed 11/30/09		
FT-306A	Costa Rica	 TOUGH GUY DESIGN (In Circle)	199795	7	Issued 4/9/10 Filed 11/30/09		
FT-300	CTM	HASTINGS	128363	1, 7, 8	04/01/96	04/01/16	
FT-300	EMPH	HASTINGS	109738	7	09/13/97	09/13/17	
FT-300	Israel	HASTINGS	131874	7	11/01/99	11/01/20	
FT-300	Japan	HASTINGS	4863663	7	05/13/05	05/13/15	
FT-303	Japan	FLEX-VENT	1959387	6, 7, 12	06/16/87	06/16/17	
FT-303A	Japan	FLEX-VENT	1959388	6, 7, 12	06/16/87	06/16/17	
FT-305A	Japan	 TOUGH GUY DESIGN	3673731	9	06/29/94	06/29/14	
FT-300	Jordan	HASTINGS	Ser. No. 32159	7	Filed 8/21/2011		Accepted for Registration - #119539
FT-322	Jordan	 HASTINGS	Ser. No. 32159	7	Filed 8/21/2011		Accepted for Registration - #119539
FT-326	Jordan	 TOUGH GUY DESIGN (In Circle)	Ser. No. 32160	7	Filed 8/21/2011		Accepted for Registration - #119539
FT-300	Kuwait	HASTINGS	Ser. No. 123025	7	Filed: 7/4/2011		Application Pending
FT-322	Kuwait	 HASTINGS	Ser. No. 123016	7	Filed: 7/4/2011		Application Pending

FT-326	Kuwait	TOUGH GUY DESIGN (in Circle)		Ser. No. 112017	7	Filed: 7/4/2011	Application Pending
--------	--------	------------------------------	---	-----------------	---	-----------------	---------------------

File	Country	Mark	Reg. No.	Class	Reg. Date	Renewal Due	Remarks/Status
FT-300	Lebanon	HASTINGS	136811	7	07/15/11	07/15/26	
FT-322	Lebanon	 HASTINGS	136878	7	07/19/11	07/19/25	
FT-306	Lebanon	TOUGH GUY DESIGN (in Circle)	136763	7	07/14/11	07/14/26	
FT-300A	Mexico	 HASTINGS	783645	7	02/14/03	02/14/13	
FT-300C	Mexico	HASTINGS	843923	7	09/22/03	09/22/13	
FT-302	Mexico	HASTINGS + Arrow Design	351179	7	02/23/88	02/23/13	To be Abandoned
FT-303	Mexico	FLEX-VENT	346882	7	04/18/88	02/23/13	
FT-306	Mexico	TOUGH GUY DESIGN	348910	2, 4	05/26/88	02/23/13	To be Abandoned
FT-322	Mexico		1259653	7	3/21/2012		Application Pending
FT-326	Mexico	TOUGH GUY DESIGN (in Circle)	818038	7	09/30/03	09/30/13	
FT-300	New Zealand	 HASTINGS	317067	7	09/28/99	09/28/16	
FT-300	Peru	HASTINGS	55142	7	02/23/04	02/23/14	
FT-300	Peru	HASTINGS	App 22619-1993	App	09/30/88	10/02/03	
FT-300A	South Africa	HASTINGS	208207004	7	05/21/02	05/21/12	Renewal Pending
FT-300	Saudi Arabia	HASTINGS	Reg No. 442772	7	07/26/98	01/24/17	
FT-322	Saudi Arabia		Ser. No. 170957	7	Filed: 8/7/11		
FT-306	Saudi Arabia	TOUGH GUY DESIGN (in Circle)	Ser. No. 170958	7	Filed: 8/7/11		Application Pending


File	Country	Mark	Reg. No.	Class	Reg. Date	Renewal Due	Remarks/Status
FT-300	Japan	HASTINGS	374182	30		09/15/17	
FT-300	Trinidad & Tobago	HASTINGS	58702	7	07/17/97	07/16/17	
FT-300	Turkey	HASTINGS	99/015312	7	10/05/99	10/05/19	
FT-300	Venezuela	HASTINGS	Ser. No. 6737-97	7	Filed: 8/13/97		Obtained by Nullity Action filed against Corporation Claver's trademark HASTINGS 95-8497 Application pending but currently rejected
FT-326	Venezuela	TOUCH GUY DESIGN (in Circle) 	P228670	7	11/22/00	11/22/10	Renewal Pending

EXHIBIT B

Domain Names

Domain Name	Account No.	Expiration Date	WHO IS Contact
e-ringcenter.com	30431272	9/12/2017	Hastings Manufacturing Company, LLC
eringcenter.com	30431272	9/12/2017	Hastings Manufacturing Company, LLC
hastingsmfg.cn ¹	30431272		Hastings Manufacturing Company, LLC
hastingsmfg.com	29890208	8/5/2017	Jeffrey P. Guenther
hastingsmfg.com.cn ¹	30431272		Hastings Manufacturing Company, LLC
hastingsmfg.com.tw ¹	30431272		Hastings Manufacturing Company, LLC
hastingsmfg.tw ¹	30431272		Hastings Manufacturing Company, LLC
hastingsracing.cn ¹	30431272		Hastings Manufacturing Company, LLC
hastingsracing.com	30431272	11/12/2018	Hastings Manufacturing Company, LLC
hastingsracing.com.cn ¹	30431272		Hastings Manufacturing Company, LLC
hastingsracing.com.tw ¹	30431272		Hastings Manufacturing Company, LLC
hastingsracing.tw ¹	30431272		Hastings Manufacturing Company, LLC
hastingsracingrings.com	30431272	11/10/2016	Hastings Manufacturing Company, LLC
hastingsracingrings.net	30431272	11/10/2016	Hastings Manufacturing Company, LLC
hastingsracing.hk ²			Hastings Manufacturing Company, LLC
hastingsracing.com.hk ²			Hastings Manufacturing Company, LLC
hastingsracing.com.hk ²			Hastings Manufacturing Company, LLC
hastingsmfg.hk ²			Hastings Manufacturing Company, LLC
hastingsmfg.com.hk ²			Hastings Manufacturing Company, LLC

¹ These domain names were renewed for 3 years as of 11/30/2012.

² These domain names were renewed for 5 years as of 11/30/2012.