

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------------|----------|----------------|-----------------------|
| U.S. Farathane Holdings Corp. | | 07/26/2013 | CORPORATION: MICHIGAN |

RECEIVING PARTY DATA

| | |
|-----------------|-------------------------------------|
| Name: | U.S. Farathane, LLC |
| Street Address: | 2700 High Meadow Circle |
| City: | Auburn Hills |
| State/Country: | MICHIGAN |
| Postal Code: | 48326 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 3

| Property Type | Number | Word Mark |
|----------------------|---------|----------------------------|
| Registration Number: | 1909718 | U.S. FARATHANE CORPORATION |
| Registration Number: | 1883325 | USF |
| Registration Number: | 1888204 | USF |

CORRESPONDENCE DATA

Fax Number: 2485668531
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 248-566-8530
 Email: tmddocketing@honigman.com
 Correspondent Name: Honigman Miller Schwartz and Cohn, LLP
 Address Line 1: 39400 Woodward Avenue, Suite 101
 Address Line 4: Bloomfield Hills, MICHIGAN 48304

| | |
|-------------------------|----------------|
| ATTORNEY DOCKET NUMBER: | 225395-330901 |
| NAME OF SUBMITTER: | Julie E. Reitz |

| | |
|---|------------------|
| Signature: | /Julie E. Reitz/ |
| Date: | 07/29/2013 |
| Total Attachments: 6 source=Intellectual Property Assignment(12938604_1)#page1.tif source=Intellectual Property Assignment(12938604_1)#page2.tif source=Intellectual Property Assignment(12938604_1)#page3.tif source=Intellectual Property Assignment(12938604_1)#page4.tif source=Intellectual Property Assignment(12938604_1)#page5.tif source=Intellectual Property Assignment(12938604_1)#page6.tif | |

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment"), is effective as of July 26, 2013 between U.S. Farathane Holdings Corp., a Michigan corporation ("Assignor"), and U.S. Farathane, LLC, a Delaware limited liability company ("Assignee"). Assignee and Assignor are referred to herein individually as a "Party" and collectively, as the "Parties".

RECITALS:

WHEREAS, Assignor and Assignee have entered into that certain Contribution Agreement as of July 26, 2013 whereby Assignor is contributing certain assets of the Business (defined below) to Assignee and Assignee is assuming certain liabilities of the Business (the "Agreement");

WHEREAS, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of Assignor's right, title and interest in and to Assignor's rights that are inherent in or relating to the manufacture of injection molded and extruded plastic parts and all activities related thereto. (the "Business"); and

WHEREAS, pursuant to the foregoing, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of the Marks, Patents and Domains of Assignor associated with the Business as set forth below.

NOW, THEREFORE, for valuable consideration, including without limitation the consideration received by Assignor under the Agreement, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Marks**. Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, all of Assignor's right, title and interest, of whatever kind, throughout the world, in and to the trademarks, service marks, trade names and all applications therefore that are used in the Business (the "Marks"), together with all of the goodwill associated with and symbolized by the Marks, including any applications, registrations, renewals and extensions thereof for the Marks, including as further detailed in Exhibit A, attached, and all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect.

2. **Patents**. Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, its entire right, title and interest in and to any and all worldwide patent rights and rights of similar nature that are used in the Business, including those items set forth on the attached Exhibit B (the "Patents"), along with its entire right, title and interest in and to the inventions claimed in the Patents, including the right to file foreign patent applications corresponding to such Patents, and the right to claim the priority date of said Patents and any legal equivalents thereof, and any and all corresponding patents and patent applications in the United States of America and all foreign countries which have been or may be granted therefor and thereon, and to any and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of such patents, the same to be

held and enjoyed by Assignee, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made.

3. **Domains**. Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, its entire right, title and interest in and under the Domains and registrations therefor identified on the attached **Exhibit C** (the "**Domains**"), and any and all related or similar Domains, along with all associated goodwill.

4. **Rights**. The foregoing assignments all include rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith. In addition, Assignor agrees that it shall not oppose any application, seek to cancel any registration or initiate re-examination, object to any use by Assignee of the Marks, Patents and Domains, or assist any third party in any of the foregoing.

5. **Further Assurances**. Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by Assignee to vest, secure, and perfect, the rights and interests of Assignee in and to the Marks, Patents and Domains assigned herein.

6. **Binding Effect**. This Assignment inures to the benefit of and is binding upon Assignee and Assignor and their respective heirs, successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, directly or indirectly, including without limitation, by operation of law, by any party hereto without the prior written consent of the other party.

7. **Conflict With Agreement**. This Assignment is executed and delivered pursuant to the Agreement and shall be subject to the terms and conditions of, and interpreted in accordance with, the Agreement. To the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail.

8. **Counterparts**. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.

9. **Facsimile Signatures**. A signature to this Assignment delivered by telecopy or other electronic means will be deemed valid.

10. **Governing Law**. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).

11. **Amendment**. This Agreement may not be amended, modified, waived, or terminated except in a writing signed by Assignor, on the one hand, and Assignee, on the other hand.

IN WITNESS WHEREOF, each of the Parties has caused this Assignment of Intellectual Property to be duly executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNOR:

U.S. Farathane Holdings Corp.

By: *Andrew Greenlee*
Name: Andrew Greenlee
Title: President

ASSIGNEE:

U.S. Farathane, LLC

By: *Andrew Greenlee*
Name: Andrew Greenlee
Title: Authorized Signatory

EXHIBIT A

Marks

| Mark | Reg. Date | Reg. No. | Goods/Services |
|-----------------------------|-----------|----------|--|
| U.S. FARATHANTE CORPORATION | 8/8/95 | 1909718 | <p>7: molded thermoplastic parts for use in land, vehicles, namely electronic engine control seals, exhaust hangers.</p> <p>12: molded thermoplastic parts for use in land vehicles, namely car body plugs, tailgate seals, brake arms, steering column seals, tailgate hinges, rear window latches and leaf spring stop pads for trucks, inserts, plugs, gommets, covers, wing nuts, latches, bumpers, bushings and suspension components.</p> <p>17: molded thermoplastic parts, namely non-mechanical elastomeric seals.</p> <p>40: custom manufacturing of precision molded thermoplastic parts for industrial use to the order and specification of others.</p> <p>42: custom engineering of precision molded thermoplastic parts for industrial use.</p> |
| USF | 3/14/95 | 1883325 | <p>7: molded thermoplastic parts for use in land, vehicles, namely electronic engine control seals, exhaust hangers.</p> <p>12: suspension components, molded thermoplastic parts for use in land vehicles, namely car body plugs, tailgate seals, brake arms, steering column seals, tailgate hinges, rear window latches and leaf spring stop pads for trucks, inserts, plugs, grommets, covers, wing nuts, latches, bumpers, bushings. .</p> <p>17: molded thermoplastic parts, namely non-mechanical elastomeric seals.</p> <p>40: custom manufacturing of precision molded thermoplastic parts for industrial use to the order and specification of others.</p> <p>42: custom engineering of precision molded thermoplastic parts for industrial use</p> |
| USF | 4/11/95 | 188204 | <p>12: molded thermoplastic parts for use in land vehicles, namely car body plugs, tailgate seals, brake arms, steering column seals, tailgate hinges, rear window latches and leaf spring stop pads for trucks, inserts, plugs, grommets, covers, wing nuts, latches, bumpers, bushings and suspension components.</p> <p>42: custom engineering of precision molded thermoplastic parts for industrial use.</p> |

EXHIBIT B

Patents

| Title | Application No. | Filing Date | Patent No. | Issue Date |
|---|-----------------|-------------|------------|------------|
| GROMMET WITH FLEXIBLE SEALING PASSAGE | 08188084 | 01/28/1994 | 5659924 | 08/26/1997 |
| THERMOPLASTIC COMPOSITE BASED GATE VALVE | 13348686 | 01/12/2012 | NONE | NONE |
| SYSTEM AND PROCESS FOR CREATING AN EXTRUDED POYPROPYLENE PERMITER EXTENDING FRAME | 13348725 | 01/12/2012 | NONE | NONE |
| TWO SHOT POLYMER BASED SLEEVE FOR JOINING PVC PIPE SECTIONS | 13348784 | 07/12/2012 | NONE | NONE |
| HEAT EXCHANGER SEAL ASSEMBLY AND METHOD FOR USE WITH A VEHICLE RADIATOR AND COOLING MODULEE | 20120319363 | 05/09/2012 | NONE | NONE |
| FLEXIBLE CONDUIT FOR USE IN FRESH AIR INTAKE AND GAS VAPOR OUTLET | 20120318395 | 06/13/2012 | NONE | NONE |

| Title | Application No. | Filing Date | Patent No. | Issue Date |
|---|-----------------|-------------|------------|------------|
| PROCESS FOR CREATING INJECTION MOLDED TOP AND BOTTOM CAPS SECURITED TO OPPOSITE ENDS OF AN ELONGATED PIPE | 20130175002 | 12/26/2012 | NONE | NONE |
| RECONFIGURABLE FRONT AND UPPER ONE PIECE BAFFLES | 20130175011 | 12/26/2012 | NONE | NONE |
| THERMOPLASTIC POLYURETHANE AND ADDITIVE PRODUCT AND PROCESS | 20130181369 | | NONE | NONE |
| ASSEMBLY AND PROCESS FOR CREATING AN EXTRUDED PIPE FOR USE IN A GEOTHERMAL HEAT RECOVERY OPERATION | 20130175011 | | NONE | NONE |

EXHIBIT C

Domain Names

usfarathane.com