

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK ASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prestolite Performance LLC		10/10/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Mallory Marine Corp.		
Street Address:	600 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3224074	MALLORY MARINE PRODUCTS	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	22nd Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951-1204		
NAME OF SUBMITTER:	Scott Kareff (014951-1204)		
Signature:	/kc for sk/		

CH \$40.00 3224074

Date:

10/17/2013

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is by and between **Prestolite Performance LLC**, a Delaware limited liability company with an address at 10601 Memphis Avenue, #12, Cleveland, Ohio 44144, U.S.A. ("Assignor"); and **Mallory Marine Corp.**, a Delaware corporation with an address at 600 Fifth Avenue, New York, 10020, U.S.A. ("Assignee").

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement, dated October 10, 2013 (the "Asset Purchase Agreement");

WHEREAS, pursuant to the Asset Purchase Agreement, Assignee purchased, among other things, all of the right, title and interest in and to the Business Intellectual Property (as defined in the Asset Purchase Agreement) listed on Schedule A attached hereto (the "Trademarks");

WHEREAS, Assignor has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor wishes to sell and assign to Assignee, and Assignee is desirous of acquiring from Assignor, all rights, title and interest in and to the Trademarks; and

WHEREAS, capitalized terms used but not defined herein shall have the meaning set forth in the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration as set forth in the Asset Purchase Agreement, the full receipt and sufficiency of which are hereby acknowledged and intending to be legally bound hereby, Assignor hereby assigns, transfers and conveys to Assignee all rights, title and interest in and to the Trademarks, in the United States and any foreign country, nor or hereafter in effect, and the goodwill symbolized by the Trademarks, together with that portion of Assignor's business to which the Trademarks pertain, and all registrations and applications for the Trademarks, and all other corresponding rights under the laws of the United States or any foreign country.

Assignor hereby requests that the Deputy Under Secretary of Commerce for Intellectual Property and Deputy Director of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, record Assignee as the assignee and owner of the Trademarks.

Assignor agrees to undertake any such other acts, and shall execute, acknowledge and/or deliver any such other instruments, documents and other materials at Assignee's expense, as may be reasonably required in order to consummate the transaction and perfect, protect and enforce the rights assigned to the Assignee described in this Assignment.

This Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and permitted assigns.

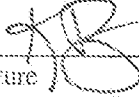
[signatures on next page]

(signature page to Trademark Assignment)

IN WITNESS WHEREOF, the Assignor, intending to be bound, has executed this Assignment by an authorized representative as indicated below.

Executed at 11:48 AM this 10th day of October, 2013
(time) (day) (month)

Prestolite Performance, LLC

Signature 

Kenneth M. Butternore
Printed Name

Treasurer
Title

SCHEDULE A

The Trademarks



U.S. Registration No. 3224074