

TRADEMARK ASSIGNMENT

Electronic 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
Unique Functional Products		12/20/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Dexter Marine Products LLC
Street Address:	2900 Industrial Parkway East
City:	Elkhart
State/Country:	INDIANA
Postal Code:	46516
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3705097	BEARING LUBE
Registration Number:	3396649	UNIQUE FUNCTIONAL PRODUCTS
Registration Number:	3270961	UFP
Registration Number:	2254129	SPINDO SEAL
Registration Number:	2135013	TRAILER BUDDY
Registration Number:	1755185	AUTO CHECK

CORRESPONDENCE DATA

Fax Number:

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

Email: docketing@bgllp.com

Correspondent Name: BRACEWELL & GIULIANI LLP

Address Line 1: P.O. BOX 61389

Address Line 4: HOUSTON, TEXAS 77208-1389

ATTORNEY DOCKET NUMBER:	021744.000005
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NAME OF SUBMITTER:	Taylor P. Evans
Signature:	/Taylor P. Evans/
Date:	01/09/2014
Total Attachments: 4 source=DM-#4440616-v1-Executed_Trademark_Assignmen#page1.tif source=DM-#4440616-v1-Executed_Trademark_Assignmen#page2.tif source=DM-#4440616-v1-Executed_Trademark_Assignmen#page3.tif source=DM-#4440616-v1-Executed_Trademark_Assignmen#page4.tif	

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") dated effective as of December 20, 2013 is by and between Unique Functional Products, a California corporation ("Assignor"), and Dexter Marine Products LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of December 20, 2013 (the "Purchase Agreement");

WHEREAS, Assignor owns certain trademarks set forth on Exhibit A attached hereto (the "Trademarks"); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignee wishes to acquire the Trademarks and Assignor is willing to assign the Trademarks.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained and other good and valuable consideration, including the purchase price Assignee has given to Assignor, the adequacy, legal sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns, transfers and conveys to the Assignee, and the Assignee hereby accepts and assumes, free and clear of any encumbrances, all right, title and interest in and to the Trademarks as described on Exhibit A attached hereto, together with the goodwill of the business symbolized by the Trademarks, the applications for registration and registrations therefor, and all claims for damages arising out of or relating to past or continuing infringements thereof, if any, with the right to sue for and collect such damages.

2. The rights assigned hereby include, without limitation all of the Assignor's right to sue and recover for any past, present, and future infringement or unauthorized use of any right or interest in the Trademarks.

3. Assignor hereby authorizes and requests the Commissioner of Trademarks at the United States Patent and Trademark Office, and any similar foreign trademark authorities, to record this Assignment and hereby represents and warrants that the Assignor has the full right to convey the entire interest herein assigned.

4. Assignor agrees to execute any further lawful documents and take any other actions that the Assignee may consider necessary or appropriate to fully protect and vest in the Assignee the assigned rights and interests in the Trademarks and to assist the Assignee in the registration, maintenance, perfection and enforcement of any of the Trademarks.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized officers as of the first date written above.

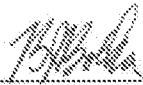
ASSIGNOR:

UNIQUE FUNCTIONAL PRODUCTS,
a California corporation

By: _____
Name: _____
Title: _____

ASSIGNEE:

DEXTER MARINE PRODUCTS LLC,
a Delaware corporation

By:  _____
Name: Bernard J. Bolka
Title: Vice President

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized officers as of the first date written above.

ASSIGNOR:

UNIQUE FUNCTIONAL PRODUCTS,
a California corporation

By: 
Name: Bernhardt Goeltker
Title: President

ASSIGNEE:

DEXTER MARINE PRODUCTS LLC,
a Delaware corporation

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Assignment]

EXHIBIT A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Country	Registration No.	Registration Date
BEARING LUBE	US	3,705,097	11/3/2009
UNIQUE FUNCTIONAL PRODUCTS	US	3,396,649	3/11/2008
UFP	US	3,270,961	7/31/2007
SPINDO SEAL	US	2,254,129	6/15/1999
TRAILER BUDDY	US	2,135,013	2/3/1998
AUTO CHECK	US	1,755,185	3/2/1993