

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM321651

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
QBR BRAKE, INC.		07/31/2013	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BBB INDUSTRIES, LLC		
<b>Street Address:</b>	5640 Commerce Blvd. East		
<b>City:</b>	Mobile		
<b>State/Country:</b>	ALABAMA		
<b>Postal Code:</b>	36619		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3759636	NUCHIN	
<b>Registration Number:</b>	3878351	NUGEON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2026375910		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	202-637-5600		
<b>Email:</b>	DCPTOTrademarkMail@hoganlovells.com,DCTrademark@hoganlovells.com		
<b>Correspondent Name:</b>	Lauren C. Chamblee, Hogan Lovells US LLP		
<b>Address Line 1:</b>	555 Thirteenth Street, NW		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	003382/000007		
<b>NAME OF SUBMITTER:</b>	Lauren C. Chamblee		
<b>SIGNATURE:</b>	/LCC/		
<b>DATE SIGNED:</b>	10/30/2014		
<b>Total Attachments: 4</b>			
source=Assignment - QBR BRAKE, INC. and BBB Industries#page1.tif			
source=Assignment - QBR BRAKE, INC. and BBB Industries#page2.tif			
source=Assignment - QBR BRAKE, INC. and BBB Industries#page3.tif			
source=Assignment - QBR BRAKE, INC. and BBB Industries#page4.tif			

CH \$65.00 3759636

## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (“*Assignment*”) is made and entered into as of July 31, 2013 by and between QBR BRAKE, INC., a California Corporation (“*Assignor*”), and BBB INDUSTRIES, LLC, a Delaware limited liability company (“*Assignee*”).

### RECITALS

A. Assignee and Assignor, and certain other Persons, are parties to that certain Asset Purchase Agreement dated July 31, 2013 (the “*Purchase Agreement*”; capitalized terms used but not defined herein have the meanings ascribed to them in the Purchase Agreement).

B. Assignor owns all right, title and interest in and to the intellectual property identified on **Schedule 1** attached hereto and incorporated herein by reference (collectively, the “*Owned Intellectual Property*”), together with any goodwill of the business connected with or symbolized by the Owned Intellectual Property, and all other copyright, trademark, patent, trade secret, know how, and other intellectual property rights associated with any products identified on **Schedule 1** (collectively, the “*Works*”), in all countries of the world.

C. Pursuant to the terms of the Purchase Agreement, Assignor desires to sell, assign, convey, transfer and deliver to Assignee all of Assignor’s right, title and interest in and to the Owned Intellectual Property and the Works, and has agreed to execute and deliver this Assignment which may be recorded with Governmental Bodies or authorized private registrars in any jurisdiction including, but not limited to, the US Patent and Trademark Office and the US Copyright Office.

D. Assignee desires to assign to Assignee all of Assignor’s right, title and interest in and to the Owned Intellectual Property and the Works, and Assignee desires to assume from Assignor all of Assignor’s right, title and interest in and to the Owned Intellectual Property and the Works, all on the terms set forth herein.

### AGREEMENT

In consideration of the foregoing, the mutual covenants herein contained and other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties by their execution hereof), the parties agree as follows.

1. **Assignment of Owned Intellectual Property.** Assignor hereby sells, assigns, transfers and conveys to Assignee all of Assignor’s right, title, interest in and to the Owned Intellectual Property and agrees to assign, transfer, and convey to Assignee all of Assignor’s right, title, interest in and to any Owned Intellectual Property which is not assignable as of the date hereof, together with any goodwill of the business connected with or symbolized by the Owned Intellectual Property (including, without limitation, the right to apply for registrations based in whole or in part upon the Owned Intellectual Property, the right to sue and collect damages for future or past infringements, and any priority right that may arise from the Owned Intellectual Property), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee’s ownership of the Owned Intellectual Property.

2. **Assignment of Works.** Assignor hereby sells, assigns, transfers and conveys to Assignee all of Assignor’s right, title, interest in and to the Works and agrees to assign, transfer, and convey to

Assignee all of Assignor's right, title, interest in and to any Work which is not assignable as of the date hereof, and any and all parts of the foregoing, including, without limitation, all materials contained therein or prepared in connection therewith, whether in draft or final form, together with any goodwill of the business connected with or symbolized by the Works and all copyrights and other intellectual property rights embodied by the Works, worldwide and in perpetuity for any use that Assignee and/or its successors, assignees and/or licensees deem fit. Assignor hereby waives any moral rights which it may have in the Works, for the benefit of Assignee or Assignee's successors, assignees and/or licensees. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Works, including, without limitation, all copyrights, trademarks, patents, trade secrets, know how, and other intellectual property rights embodied by the Works.

3. **Power of Attorney.** To the extent that further transfer of the Owned Intellectual Property or the Works is necessary, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as Assignor's agent and attorney-in-fact with full power of substitution to act for and on Assignor's behalf and Assignor's stead, solely and exclusively for the purpose of executing, delivering, recording and perfecting any such instruments and to do all other lawfully permitted acts for the purpose of such transfer in furtherance of the purposes of this Assignment with the same legal force and effect as if executed by Assignor.

4. **Further Assurances.** From time to time after the Closing, Assignor will execute and deliver such further documents and do such further acts and things as may be reasonably required to carry out the intents and purposes of this Assignment or the Purchase Agreement. Assignee shall reimburse Assignor for any reasonable out-of-pocket expenses incurred by Assignor in complying with this provision.

5. **Amendment and Modification.** No amendment, modification, supplement, termination, consent or waiver of any provision of this Assignment, nor consent to any departure herefrom, will in any event be effective unless the same is in writing and is signed by the party against whom enforcement of the same is sought. Any waiver of any provision of this Assignment and any consent to any departure from the terms of any provision of this Assignment is to be effective only in the specific instance and for the specific purpose for which given.

6. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

7. **Governing Law.** This Assignment and the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule.

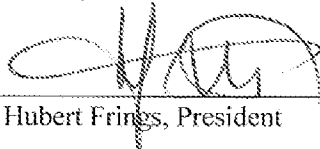
8. **Purchase Agreement.** This Agreement is entered into pursuant to the Agreement and is subject to the terms of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

9. **Counterparts.** This assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile, email or other electronic transmission, which transmission shall be deemed delivery of an originally executed document.

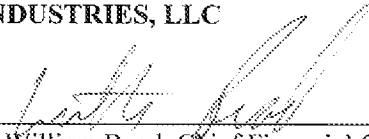
*[remainder of page intentionally left blank; signature page follows]*

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed in counterparts by their duly authorized officers, all as of the day and year first above written.

**QBR BRAKE, INC.**

By:   
Hubert Frings, President

**BBB INDUSTRIES, LLC**

By:   
William Read, Chief Financial Officer

[INTELLECTUAL PROPERTY ASSIGNMENT]

**TRADEMARK**  
**REEL: 005390 FRAME: 0868**

**SCHEDULE 1  
TO  
INTELLECTUAL PROPERTY ASSIGNMENT**

Trade marks

NuGeon®  
NUCHIN  
Sure Stop  
NHT

Trade names

QBR Brake, Inc.  
QB Rebuilders, Inc.  
NuGeon Auto Components, Inc.

Domain names

nugeon.com  
qbrbrake.com  
qbrbrakes.com  
qbrebuilders.com

NuGeon Catalog

Technical database

OEM Interchanges  
FMSI Interchanges  
Competitive Interchanges  
Product Photographs  
Specs and Dimensions

Bills Of Materials

Customer List

Supplier List

Quality

System

QR  
QP  
WI

Environmental Management

System

Aspects & Impacts  
Hazardous Materials Management  
Hazardous Waste Management  
SWPPP