

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM329360

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	11/18/2008		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AxleTech International, LLC		01/14/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AxleTech International IP Holdings, LLC		
<b>Street Address:</b>	1400 Rochester Rd.		
<b>City:</b>	Troy		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48083-6014		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3279722	U S GEAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2159651210		
<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>	2159651260		
<b>Email:</b>	nbarlas@akingump.com		
<b>Correspondent Name:</b>	Ned E Barlas		
<b>Address Line 1:</b>	Akin Gump Strauss Hauer & Feld LLP		
<b>Address Line 2:</b>	2001 Market Street, 41st Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>NAME OF SUBMITTER:</b>	Ned E. Barlas		
<b>SIGNATURE:</b>	/Ned E. Barlas/		
<b>DATE SIGNED:</b>	01/19/2015		
<b>Total Attachments: 1</b>			
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**TRADEMARK ASSIGNMENT**  
**(Nunc Pro Tunc)**

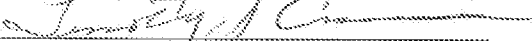
WHEREAS, on November 18, 2008, AxleTech International, LLC ("*Assignor*"), acquired ownership by assignment of the trademark US GEAR (and Design), including U.S. Trademark Registration No. 3,279,722 (the "Mark"), as evidenced by the trademark assignment recorded at reel/frame: 3890/0047;

WHEREAS, Assignor desires to assign its entire right, title and interest in and to the Mark to AxleTech International IP Holdings, LLC, a Delaware limited liability company ("*Assignee*"), effective *nunc pro tunc* as of November 18, 2008, immediately following the acquisition of the Mark by Assignor referenced in the preceding paragraph;

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto the Assignee, its legal representatives, successors, and assigns, all of Assignor's right, title and interest in and to said Mark, including U.S. Trademark Registration No. 3,279,722, together with the entire goodwill associated with and symbolized by the Mark, together with all common law rights that Assignor may have therein, together with all rights and privileges granted and secured thereby, including any right Assignor may have to sue for all causes of action related to the Mark, and the right to sue in Assignee's own name and to recover for any damages and profits for past infringement, unfair competition or passing off, said rights to be held and enjoyed by said Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made.

This assignment is effective *nunc pro tunc* as of November 18, 2008.

AXLETECH INTERNATIONAL, LLC

By: 

Name: Timothy Crimmins

Title: VP Finance & Treasurer

Date: 1-14-15