

TRADEMARK ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

ETAS ID: TM337049

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Webasto Thermo & Comfort North America, Inc.		03/27/2015	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Webasto SE		
Street Address:	Kraillinger Str. 5		
City:	Stockdorf		
State/Country:	GERMANY		
Postal Code:	82131		
Entity Type:	JOINT STOCK COMPANY: GERMANY		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	86426919	COOL SHADE	
Serial Number:	85450906	STEALTH AIR	
Serial Number:	85369485	STEALTH HEAT	
Registration Number:	3302321	FCF SERIES	
Registration Number:	3307075	FCF	
Registration Number:	3535966	HOLLANDIA TVS 900	
Registration Number:	3395570	SCHOLASTIC HEATER	
Registration Number:	2456987	SOFT TOUCH	
CORRESPONDENCE DATA			
Fax Number:	4153817515		
<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>			
Phone:	(415) 381-4161		
Email:	trademarks@hiaringsmith.com		
Correspondent Name:	Anne Hiaring Hocking		
Address Line 1:	80 East Sir Francis Drake Blvd.		
Address Line 2:	Suite 2M		
Address Line 4:	Larkspur, CALIFORNIA 94939		
ATTORNEY DOCKET NUMBER:	ADVOTEC (3)		

OP \$215.00 86426919

DOMESTIC REPRESENTATIVE

Name: Anne Haring Hocking
Address Line 1: 80 East Sir Francis Drake Blvd.
Address Line 2: Suite 2M
Address Line 4: Larkspur, CALIFORNIA 94939

NAME OF SUBMITTER:	Anne Hocking
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SIGNATURE:	/Anne Hocking/
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DATE SIGNED:	04/02/2015
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Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made and entered into this 27th day of March, 2015, by and between Webasto Thermo & Comfort North America, Inc., a Michigan Corporation, ("Assignor"), with principal place of business located at 15083 North Road, Fenton, Michigan 48430 USA, on the one hand, and Webasto SE, a German Joint Stock Company ("Assignee"), with a principal place of business located at Kraillinger Str. 5, 82131 Stockdorf, Germany, on the other hand (individually referred to as a "Party" or collectively, the "Parties").

RECITALS

WHEREAS, Assignor is the owner of the trademarks, as well as the U.S. trademark applications and registrations listed in Exhibit "A" attached and incorporated by this reference (collectively, the "Marks");

WHEREAS, Assignor has a bona fide intent to use the Marks in connection with the goods in the applications;

WHEREAS, Assignee is the parent company of Assignor and is desirous of formally acquiring said Marks in all forms and for all goods intended to be offered by Assignor under the Marks, the goodwill associated therewith, and the applications thereof;

WHEREAS, Assignee has acquired that portion of the goodwill of the business of Assignor associated with the Marks, including the applications and registrations and all the goodwill associated with those applications and registrations, and is the successor in interest to that portion of business of the Assignor to which the Marks pertain, the business of which is ongoing and existing, pursuant to Section 10 of the Lanham Act, 15 U.S.C. §1060;

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ASSIGNMENT

Each of the foregoing recitals is incorporated herein by reference.

For good and valuable consideration, receipt thereof which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title, and interest in and to the Marks for all goods offered and intended to be offered by Assignor under the Marks, together with the goodwill of that portion of Assignor's business symbolized by the Marks in any and all forms, and the above-identified applications and registrations thereof.

For such good and valuable consideration, Assignor hereby further sells, assigns, and transfers to Assignee all rights and interests in, to, and arising from any infringement of the Marks, including without limitation, all claims for damages and profits for any infringements

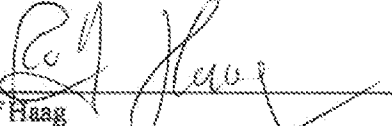
that occurred prior to the date of this Assignment, including the right to sue for any infringements in its own name and stead and for its own benefit.

Assignor agrees to execute and deliver, at the request of Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all of Assignor's rights, title, and interest in and to the Marks in the Assignee, and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of the Assignor. Assignor also irrevocably authorizes and appoints Assignee as Assignor's true and lawful attorney-in-fact to take such action and make, sign, execute, acknowledge, file, and deliver all such papers, instruments, and assignments, and to perform such other acts (and to cause any of the foregoing) as may from time-to-time be necessary to convey to Assignee, its successors, licensees, and assigns, or to register with any governmental agency or administrative body, all rights granted herein. Such power of attorney is coupled with an interest and is irrevocable.

Assignee and Assignor agree to cooperate in the recordation of this Assignment in the records of the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment effective as of the day and year first written above.

WEBASTO THERMO & COMFORT NORTH AMERICA, INC.

By:  3/29/15
Rolf Haag Date

Its: President and Chief Executive Officer

WEBASTO SE

By:  _____
Dr. Hendrik Höbfeld ERMANN & VEIT Date

Its: General Counsel Legal Affairs Webasto Group/Authorized Signatory

EXHIBIT A

TRADEMARKS



COOL SHADE	United States	22	86426919	PENDING
STEALTH AIR	United States	11	85450906	PENDING
STEALTH HEAT	United States	11	85369485	PENDING
FCF SERIES	United States	9, 11	3302321	10/2/2007
FCF	United States	9, 11	3307075	10/9/2007
HOLLANDIA TVS 900	United States	12	3535966	11/25/2008
SCHOLASTIC HEATER	United States	11	3395570	3/11/2008
SOFT TOUCH	United States	12	2456987	6/5/2001