

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337706

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAVAL Manufacturing, Inc.		03/01/2015	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Maval Industries, L.L.C.		
Street Address:	600 Corporation Drive		
City:	Pendleton		
State/Country:	INDIANA		
Postal Code:	46064		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4214452	WICKED BILT	
Registration Number:	3675433	RACKZILLA	
Registration Number:	4615496	ELECTRA-STEER	
Registration Number:	3069816	CROSS STEER	
Registration Number:	2737040	UNISTEER	
Registration Number:	4529842	MAKING THE LEGENDS OF TOMORROW, TODAY	
Registration Number:	4418902		
CORRESPONDENCE DATA			
Fax Number:	7652216094		
<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:	765-778-6894		
Email:	shives.jeremiah@remyinc.com		
Correspondent Name:	Jeremiah J. Shives		
Address Line 1:	600 Corporation Drive		
Address Line 4:	Pendleton, INDIANA 46064		
NAME OF SUBMITTER:	Jeremiah J. Shives		
SIGNATURE:	/jeremiah j shives/		
DATE SIGNED:	04/08/2015		

CH \$190.00 4214452

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of March 1, 2015, is made by MAVAL Manufacturing Inc., an Ohio corporation ("Seller"), in favor of RII Acquisition Company, L.L.C., a Delaware limited liability company ("Buyer"), the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement between Buyer, Seller and certain shareholders of Seller dated as of February 18, 2015 (the "Purchase Agreement"). The Seller and Buyer are occasionally referred to herein individually as a "Party" or collectively as the "Parties."

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Defined Terms. Defined terms have the meaning set forth in the Purchase Agreement, unless otherwise defined in this IP Assignment. The terms "Intellectual Property" and "Intellectual Property Assets" have the meanings set forth in Exhibit A of this IP Assignment, and such definitions are incorporated herein by reference.

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and except as set forth in 17 U.S.C. § 203, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following:

(a) Intellectual Property Assets, including the marks listed in Exhibit B of this IP Assignment, Intellectual Property Registrations, Intellectual Property Agreements, and the name "MAVAL";

(b) All rights of any kind whatsoever of Seller accruing under the Intellectual Property provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) Any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the Intellectual Property; and

(d) Any and all claims and causes of action, with respect to any of the Intellectual Property, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation and Further Actions. Seller hereby authorizes the Buyer to record and register this IP Assignment with any and all agencies at Buyer's expense. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Intellectual Property to Buyer, or any assignee or successor thereto.

4. Terms of the Purchase Agreement. The Parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Intellectual Property. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. 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.

5. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

6. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Indiana, without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction).

[Signature Page Follows]

SIGNATURE PAGE

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

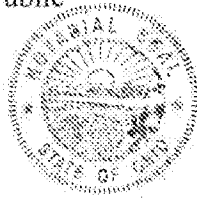
IN WITNESS WHEREOF, the Seller and Buyer have executed this IP Assignment to be effective as of the date first above written.

SELLER: MAVAL MANUFACTURING INC., an Ohio corporation By: <u>[Signature]</u> Name: <u>JOHN C. DOUGHERTY</u> Title: <u>PRESIDENT</u>	BUYER: RII Acquisition Company, L.L.C., a Delaware limited liability company By: _____ Name: _____ Title: _____
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STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 15th day of MARCH, 2015 by JOHN C. DOUGHERTY the duly authorized PRESIDENT of MAVAL Manufacturing Inc., an Ohio corporation, on behalf of the corporation.

[Signature]
Notary Public



DAVID E. RAYNOR, Attorney
Notary Public - State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.

STATE OF _____)
) SS:
COUNTY OF _____)

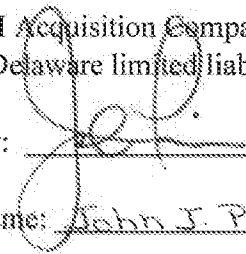
The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by _____, the duly authorized _____ of RII Acquisition Company, L.L.C., a Delaware limited liability company, on behalf of the corporation.

Notary Public

SIGNATURE PAGE

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

IN WITNESS WHEREOF, the Seller and Buyer have executed this IP Assignment to be effective as of the date first above written.

SELLER: MAVAL MANUFACTURING INC., an Ohio corporation By: _____ Name: _____ Title: _____	BUYER: RII Acquisition Company, L.L.C., a Delaware limited liability company By:  Name: <u>John J. Pittas</u> Title: <u>President</u>
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STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by _____, the duly authorized _____ of MAVAL Manufacturing Inc., an Ohio corporation, on behalf of the corporation.

Notary Public

STATE OF Indiana)
) SS:
COUNTY OF Madison)

The foregoing instrument was acknowledged before me this 26th day of February, 2015 by John J. Pittas, the duly authorized President of RII Acquisition Company, L.L.C., a Delaware limited liability company, on behalf of the corporation.



Notary Public

EXHIBIT A

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

As used in the IP Assignment, the following terms have the meanings specified or referred to in this Exhibit A:

"**Intellectual Property**" means all intellectual property and industrial property rights and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, pursuant to the Laws of any jurisdiction throughout the world, whether registered or unregistered, including any and all: (a) trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications (including intent to use applications) and renewals for, any of the foregoing; (b) internet domain names, whether or not trademarks, registered in any top-level domain by any authorized private registrar or Governmental Authority, web addresses, web pages, websites and related content, accounts with Twitter, Facebook and other social media companies and the content found thereon and related thereto, and URLs; (c) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights, author, performer, moral and neighboring rights, and all registrations, applications for registration and renewals of such copyrights; (d) inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections and other confidential and proprietary information and all rights therein; (e) patents (including all utilities, reissues, divisionals, provisionals, continuations and continuations-in-part, designs, re-examinations, renewals, substitutions and extensions thereof), patent applications, and other patent rights and any other Governmental Authority-issued indicia of invention ownership (including inventor's certificates, petty patents and patent utility models); (f) software and firmware, including data files, source code, object code, application programming interfaces, architecture, files, records, schematics, computerized databases and other related specifications and documentation; (g) semiconductor chips and mask works; (h) royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (i) all rights to any Actions of any nature available to or being pursued by Seller to the extent related to the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive relief for infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief, and to collect, or otherwise recover, any such damages.

"**Intellectual Property Assets**" means all Intellectual Property that is owned by Seller.

EXHIBIT B

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

1. Word mark "MAKING THE LEGENDS OF TOMORROW, TODAY". The word mark was registered with the United States Patent and Trademark Office ("USPTO") on May 13, 2014, registration number 4529842.

2. The following design mark, which was registered with the USPTO on October 15, 2013, registration number 4418902:



3. Word mark "WICKED BILT". The word mark was registered with the USPTO on September 25, 2012, registration number 4214452.

4. Word mark "RACKZILLA". The word mark was registered with the USPTO on September 1, 2009, registration number 3675433.

5. Word mark "ELECTRA-STEER". The word mark was registered with the USPTO on October 7, 2014, registration number 4615496.

6. Word mark "CROSS STEER". The word mark was registered with the USPTO on March 21, 2006, registration number: 3069816.

7. Word mark "UNISTEER". The word mark was registered with the USPTO on July 15, 2003, registration number 2737040.

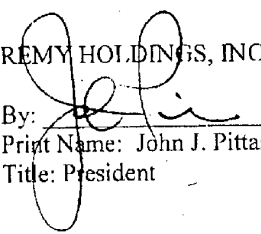
**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company: RII Acquisition Company, L.L.C. (the "Company").
2. The First Paragraph of the Certificate of Formation of the Company is hereby amended and replaced with the following:

First: The name of the limited liability company is Maval Industries, L.L.C.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the 3rd day of March, A.D. 2015.

REMY HOLDINGS, INC., Sole Member

By: 
Print Name: John J. Pittas
Title: President

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