

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM344403

<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>
LPC Acquisitions, LLC		03/16/2012	LIMITED LIABILITY COMPANY: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Federal-Mogul Powertrain, Inc.		
<b>Street Address:</b>	27300 W. Eleven Mile Road		
<b>City:</b>	Southfield		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48034		
<b>Entity Type:</b>	CORPORATION: MICHIGAN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	72226418	CLEVAFLEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2483547099		
<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>	2483547745		
<b>Email:</b>	wendi.beieler@federalmogul.com		
<b>Correspondent Name:</b>	Wendi Beieler		
<b>Address Line 1:</b>	27300 W. Eleven Mile Road		
<b>Address Line 4:</b>	Southfield, MICHIGAN 48034		
<b>ATTORNEY DOCKET NUMBER:</b>	PT CLEVAFLEX		
<b>NAME OF SUBMITTER:</b>	Wendi J. Beieler		
<b>SIGNATURE:</b>	/Wendi J. Beieler/		
<b>DATE SIGNED:</b>	06/12/2015		
<b>Total Attachments: 3</b>			
source=LPC Acquisitions LLC to Federal-Mogul Powertrain#page1.tif			
source=LPC Acquisitions LLC to Federal-Mogul Powertrain#page2.tif			
source=LPC Acquisitions LLC to Federal-Mogul Powertrain#page3.tif			

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## Assignment Of Trademark Rights

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Effective March 8, 2012 (the "Effective Date").

LPC ACQUISITIONS, L.L.C., an Ohio limited liability company ("Assignor"),

and

FEDERAL-MOGUL POWERTRAIN, INC., a Michigan corporation ("Assignee"),

each a "Party" and collectively the "Parties," agree as follows:

### **BACKGROUND:**

A. Assignor and Assignee have entered into an Asset Purchase Agreement dated as of March 8, 2012 (the "Purchase Agreement") (each capitalized term used herein but not defined herein shall have the meaning ascribed to such term in the Purchase Agreement), pursuant to which Assignee has agreed to purchase from Assignor certain assets used by Assignor in the production of products utilized in the Business.

B. In connection with the Purchase Agreement, Assignor has agreed to convey to Assignee the trademarks and trademark applications listed on Appendix A attached hereto (collectively referred to as the "Trademarks").

C. Intending to be legally bound, and in consideration of the mutual covenants and agreements set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

### **TERMS AND CONDITIONS:**

1. Assignment. Pursuant to Section 2.5 of the Purchase Agreement, and subject to Section 2, Assignor hereby sells, conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to, and any and all rights and privileges associated with the Trademarks, together with the goodwill of the business symbolized thereby and the right to bring suit and collect damages for past infringements thereof.

2. Terms of Purchase Agreement Control. Nothing contained in this Assignment of Trademark Rights shall in any way supersede, modify, replace, amend, rescind, waive, narrow or broaden any provision set forth in the Purchase Agreement or any of the rights, remedies or obligations arising therefrom. This Assignment of Trademark Rights shall in all ways be governed by, and subject to, the Purchase Agreement.

3. Further Assurances. Assignee shall promptly record this Assignment of Trademark Rights (or such suitable short form assignment or notice as may be applicable) at the United States Patent and Trademark Office and any comparable trademark office in any foreign country in which any of the Trademarks are filed and/or registered to change the name and address of record for such Trademarks or to take promptly such other action as may be advisable to ensure that all correspondence regarding the Trademarks will be sent to Assignee. Assignor agrees that on request and without further consideration, but at the expense of the Assignee, Assignor shall testify in any legal proceedings, sign all lawful papers, execute all additional applications, make all rightful oaths, and generally aid the Assignee, its successors, assigns, and nominees to obtain and enforce proper trademark protection for said Trademarks in all countries. Assignee acknowledges that Assignor shall have no obligation to maintain the Trademarks after the date hereof, and Assignor shall have no liability to Assignee in the event of

any failure or termination of the Trademarks after the date hereof, including without limitation any abandonment of an application or termination of a Trademark for failure to prosecute or pay any applicable fees after the date hereof.

4. Miscellaneous. This Assignment of Trademark Rights (a) is executed pursuant to the Purchase Agreement and may be executed in multiple counterparts, each of which as so executed shall be deemed to be an original, but all of which together shall constitute one instrument, (b) shall be governed by and in accordance with the internal laws of the State of Michigan, without regard to the principles of conflicts of law thereof, and (c) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Capitalized terms used herein without definition shall have the respective meanings assigned to them in the Purchase Agreement.

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment of Trademark Rights to be duly executed as of the date first written above.

FEDERAL MOGUL POWERTRAIN, INC.

By: *May Ann Fick*

Printed Name: May Ann Fick

Title: Intellectual Property Counsel

LPC ACQUISITIONS, L.L.C.

By: *Michael J. Sherwin*

Printed Name: Michael J. Sherwin

Title: President

## Assignment Of Trademark Rights

### Appendix A -- Trademark and Trademark Applications ("Trademarks")

Trademark	Country	Appin. No.	Reg. No.	Reg. Date	Owner
CLEVAFLEX	USA	72226418	0810783	5-July-1966	LPC Acquisitions, LLC
EX-FLEX	USA	76617867	3287821	19-June-2007	LPC Acquisitions, LLC