

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM349775

<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>
Carlisle Intangible Company		07/23/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Carlstar Belt LLC		
<b>Street Address:</b>	2601 W. Battlefield Road		
<b>City:</b>	Springfield		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	65807		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0709072	BLUE RIBBON	
<b>Registration Number:</b>	1246866	CHEK MATE	
<b>Registration Number:</b>	0963611	XDV	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124082501		
<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>	212.408.2522		
<b>Email:</b>	nytmdpt@bakerbotts.com		
<b>Correspondent Name:</b>	Suzanne M. Hengl		
<b>Address Line 1:</b>	30 Rockefeller Plaza		
<b>Address Line 2:</b>	44th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10112-4498		
<b>ATTORNEY DOCKET NUMBER:</b>	083023.0105		
<b>NAME OF SUBMITTER:</b>	Suzanne M. Hengl		
<b>SIGNATURE:</b>	/Suzanne M. Hengl/		
<b>DATE SIGNED:</b>	07/30/2015		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "**Assignment**"), dated as of July 23, 2015, is entered into between Carlisle Intangible Company, a Delaware corporation ("**Assignor**") and Carlstar Belt LLC, a Delaware limited liability company ("**Assignee**").

WHEREAS, Assignor, Carlisle Transportation Products, Inc., a Delaware corporation ("**Carlisle**"), and The Carlstar Group LLC (f/k/a CTP Transportation Products, LLC), a Delaware limited liability company ("**CGL**"), an affiliate of Assignee, are parties to that certain Asset Purchase Agreement dated October 20, 2013 (the "**APA**"), pursuant to which Assignor and Carlisle agreed to transfer to CGL and its subsidiaries all right, title and interest in and to substantially all of the assets related to the Transportation Products Business (as defined in the APA); and

WHEREAS, certain trademarks identified on Exhibit A (the "**Additional Marks**") relating exclusively to the Transportation Products Business (as defined in the APA) were not transferred to CGL or its subsidiaries upon consummation of the transactions contemplated by the APA;

WHEREAS, in accordance with Section 5.10 of the APA, Assignor desires to assign and Assignee desire to acquire all of Assignor's rights in the Additional Marks.

NOW, THEREFORE, for good and valuable consideration received by Assignor from Assignee, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Additional Marks. Assignor hereby irrevocably assigns, sells, transfers, and conveys unto Assignee all rights, title, and interest in and to the Additional Marks and any and all applications and registrations therefore, together with that part of the goodwill of the business associated with the use of and symbolized by the Additional Marks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns, subsidiaries, as fully and entirely as said rights, title and interest would have been held and enjoyed by Assignor if this sale, assignment, and transfer had not been made, including, but not limited to, all common-law rights of Assignor in and/or to the Additional Marks and Assignor's right to sue for all claims, demands and/or causes for action, both at law and in equity, that Assignor may have on account of any infringement, claim of unfair competition, likelihood of confusion or dilution of the Additional Marks or any other claim or cause of action related to any of the Additional Marks prior to and following the effective date of this Assignment. Assignor hereby authorizes the appropriate empowered officials at the United States Patent and Trademark Office to transfer all registrations and pending applications for the Additional Marks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this Assignment.

2. Counterparts. This Assignment may be signed in counterparts, which together shall constitute one agreement. If this Assignment is signed in counterparts, no party shall be bound until both parties have duly executed, or caused to be duly executed, a counterparty of this Assignment.

[SIGNATURE PAGES FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and such Assignment is effective as of the date first set forth above.

ASSIGNOR:

CARLISLE INTANGIBLE COMPANY

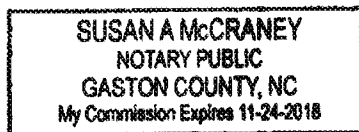
By: Michael Ransom  
Name: MICHAEL RANSOM  
Title: SECRETARY

STATE OF North Carolina

COUNTY OF Mecklenburg

Subscribed and sworn to before me, a Notary Public this 27<sup>th</sup> day of July, 2015.

Susan A. McCraney  
Notary Public



ASSIGNEE:

CARLSTAR BELT LLC

By: 

Name:

Title:

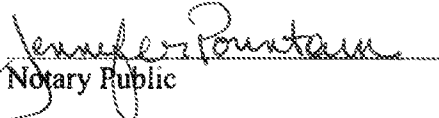
Joel M. Ruff

Vice President

STATE OF New York

COUNTY OF New York

Subscribed and sworn to before me, a Notary Public this 27<sup>th</sup> day of July, 2015.

  
Notary Public

JENNIFER POUNTAIN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01PO6276394  
Qualified in New York County  
My Commission Expires February 19, 2017

**EXHIBIT A**

<b><u>Mark Name</u></b>	<b><u>Status</u></b>	<b><u>Filing Date</u></b>	<b><u>Reg. No.</u></b>	<b><u>Reg. Date</u></b>
BLUE RIBBON	Registered	05/03/1960	0709072	12/27/1960
CHEK-MATE	Registered	03/22/1982	1246866	08/02/1983
XDV	Registered	03/24/1972	0963611	07/10/1973

Exhibit A