

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364419

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Titan International Inc.		11/24/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Dexter Marine Products, LLC		
Street Address:	2900 Industrial Parkway East		
City:	Elkhart		
State/Country:	INDIANA		
Postal Code:	46516		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86648728	AERO	
Registration Number:	1899776	AERO-6000	
Registration Number:	2792369	BRAKERITE	
Registration Number:	2171658	POWERDYNE	
CORRESPONDENCE DATA			
Fax Number:	7132213291		
<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:	713-221-3306		
Email:	docketing@bgllp.com		
Correspondent Name:	Constance Gall Rhebergen		
Address Line 1:	P.O. Box 61389		
Address Line 4:	Houston, TEXAS 77208-1389		
ATTORNEY DOCKET NUMBER:	021744.000009		
NAME OF SUBMITTER:	Constance Gall Rhebergen		
SIGNATURE:	/Constance Gall Rhebergen/		
DATE SIGNED:	12/03/2015		
Total Attachments: 4			
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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") dated effective as of November 24, 2015 is by and between Titan International, Inc., a Delaware corporation ("Assignor"), and Dexter Marine Products, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Titan Tire Corporation, a subsidiary of Assignor, and Assignee are parties to that certain Asset Purchase Agreement, dated as of November 24, 2015 (the "Purchase Agreement");

WHEREAS, Assignor owns certain trademarks set forth on Exhibit A attached hereto (the "Trademarks"); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignee wishes to acquire the Trademarks and Assignor is willing to assign the Trademarks.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained and other good and valuable consideration, including the purchase price Assignee has given to Assignor, the adequacy, legal sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns, transfers and conveys to the Assignee, and the Assignee hereby accepts and assumes, free and clear of any encumbrances, all right, title and interest in and to the Trademarks as described on Exhibit A attached hereto, together with the goodwill of the business symbolized by the Trademarks, the applications for registration and registrations therefor, and all claims for damages arising out of or relating to past or continuing infringements thereof, if any, with the right to sue for and collect such damages.

2. The rights assigned hereby include, without limitation all of the Assignor's right to sue and recover for any past, present, and future infringement or unauthorized use of any right or interest in the Trademarks.

3. Assignor hereby authorizes and requests the Commissioner of Trademarks at the United States Patent and Trademark Office, and any similar foreign trademark authorities, to record this Assignment and hereby represents and warrants that the Assignor has the full right to convey the entire interest herein assigned.

4. Assignor agrees to execute any further lawful documents and take any other actions that the Assignee may consider necessary or appropriate to fully protect and vest in the Assignee the assigned rights and interests in the Trademarks and to assist the Assignee in the registration, maintenance, perfection and enforcement of any of the Trademarks.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized officers as of the first date written above.

ASSIGNOR:

Titan International, Inc.

By: _____

Name: _____

Title: _____

ASSIGNEE:

Dexter Marine Products LLC

By: *B. J. Bolka*

Name: Bernard J. Bolka

Title: Vice President

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized officers as of the first date written above.

ASSIGNOR:

Titan International, Inc.

By: Paul Reitz
Name: PAUL REITZ
Title: PRESIDENT

ASSIGNEE:

Dexter Marine Products LLC

By: _____
Name: _____
Title: _____

EXHIBIT A

TRADEMARK REGISTRATIONS

Trademark	Country	Registration No.	Registration Date
AERO	US	(Pending) Application No. 86648728	
AERO-6000	US	1899776	6/13/1995
BRAKERITE	US	2792369	12/9/2003
POWERDYNE	US	2171658	7/7/1998