

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM368612

<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>
THE CARLSTAR GROUP LLC		08/28/2015	LIMITED LIABILITY COMPANY: 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: 24</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1157361	ARAMAX	
Registration Number:	3872860	BELT-FINDER	
Registration Number:	4091822	BIG SHOT	
Registration Number:	1084514	COG-BAND	
Registration Number:	657136	COG-BELT	
Registration Number:	2944377	COTTON DRIVE	
Registration Number:	3532849	DURAPOWER	
Registration Number:	3274001	GOLD-RIBBON	
Registration Number:	3765992	PANTHER	
Registration Number:	1113017	POWER-WEDGE	
Registration Number:	0755504	POWER-WEDGE	
Registration Number:	1889620	RPP	
Registration Number:	1144757	SUPER BLUE RIBBON	
Registration Number:	1868013	SUPER II	
Registration Number:	3511604	SUPER VEE-BAND	
Registration Number:	793635	SYNCHRO-COG	
Registration Number:	3069957	TENSION-FINDER	
Registration Number:	3167637	THE INCREDIBLE MAX	
Registration Number:	4016967	THE RIGHT BELT FOR THE JOB	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	3167638	ULTIMAX
Registration Number:	1556735	ULTIMAX
Registration Number:	2848501	ULTRA-CORD
Registration Number:	844104	VEE-BAND
Registration Number:	1134133	WEDGE-BAND

**CORRESPONDENCE DATA**

Fax Number: 4142770656

*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.*

Phone: 414-271-6560

Email: mkeipdocket@michaelbest.com

Correspondent Name: Lori S. Meddings

Address Line 1: 100 East Wisconsin Avenue, Suite 3300

Address Line 4: Milwaukee, WISCONSIN 53202

**NAME OF SUBMITTER:** Lori S. Meddings

**SIGNATURE:** /lori s. meddings/

**DATE SIGNED:** 01/07/2016

**Total Attachments: 5**

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**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (this “**Assignment**”), dated as of August 28, 2015, is entered into between The Carlstar Group LLC, a Delaware limited liability company (“**Assignor**”) and Carlstar Belt LLC, a Delaware limited liability company (“**Assignee**”).

WHEREAS, Assignor is the owner of all rights, title and interest in and to the trademarks identified on the attached Exhibit A including but not limited to the United States trademark applications and/or registrations therefore, as well as trademarks identified on the attached Exhibit B including but not limited to the Non-United States trademark applications and/or registrations therefor, in each case together with the goodwill of the business associated therewith (the “**Marks**”), and has agreed to transfer to Assignee all right, title and interest in and to the Marks; and

WHEREAS, Assignee is desirous of acquiring all of Assignor’s rights, title and interest in and to the Marks and in and to (a) the United States trademark applications and/or registrations therefore identified in Exhibit A and (b) the Non-United States trademark applications and/or registrations therefore identified in Exhibit B, in each case together with the goodwill of the business associated therewith.

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 Marks. Assignor hereby irrevocably contributes, transfers, assigns, conveys and delivers unto Assignee, its successors and assigns, without reservation of any rights, title or interest, all rights, title, and interest in and to the Marks, any and all applications and registrations therefore, including, without limitation, the applications and registrations identified on the attached Exhibit A and Exhibit B, in each case together with that part of the goodwill of the business associated with the use of and symbolized by the 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, and 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, without limitation, all common-law rights of Assignor in and/or to the Marks and Assignor’s right to sue for all claims, demands and/or causes of 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 Marks or any other claim or cause of action related to any of the 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 and/or its foreign equivalent to transfer all registrations and pending applications for the 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.

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:**

THE CARLSTAR GROUP LLC

By: 


Name: Stanley Edme

Title: Secretary

STATE OF New York

COUNTY OF New York

Subscribed and sworn to before me, a Notary Public this 10<sup>th</sup> day of August, 2015.

  
Notary Public

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

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[Signature Page to Trademark Assignment Agreement]

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**TRADEMARK**  
**REEL: 005706 FRAME: 0059**

**ASSIGNEE:**

CARLSTAR BELT LLC

By:   
Name: Stanley Edme  
Title: Secretary

STATE OF New York

COUNTY OF New York

Subscribed and sworn to before me, a Notary Public this 20<sup>th</sup> day of August, 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

### U.S. Trademarks

<u>Mark Name</u>	<u>Status</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
ARAMAX	Registered	73/235,377	9/24/1979	1,157,361	6/9/1981
BELT-FINDER	Registered	77/969,524	3/26/2010	3,872,860	11/9/2010
BIG SHOT	Registered	85/090,393	7/22/2010	4,091,822	1/24/2012
BLUELINE	Registered	77/672,478	2/18/2009	3,779,235	4/20/2010
COG-BAND	Registered	73/098,212	8/30/1976	1,084,514	2/7/1978
COG-BELT	Registered	72/024,129	2/11/1957	657,136	1/14/1958
COTTON DRIVE	Registered	76/423,062	6/20/2002	2,944,377	4/26/2005
DURAPOWER	Registered	76/602,221	7/14/2004	3,532,849	11/18/2008
GOLD-RIBBON	Registered	77/038,597	11/7/2006	3,274,001	8/7/2007
NITROMAX	Dead	76/619,289	11/4/2004	3,352,845	12/11/2007
PANTHER	Registered	77/608,739	11/6/2008	3,765,992	3/30/2010
POWER-WEDGE	Registered	72/161,477	1/28/1963	755,504	8/27/1963
POWER-WEDGE	Registered	73/164,590	3/31/1978	1,113,017	2/13/1979
RPP	Registered	74/514,156	4/19/1994	1,889,620	4/18/1995
SUPER BLUE RIBBON	Registered	73/214,801	5/7/1979	1,144,757	12/30/1980
SUPER II	Registered	74/490,726	2/16/1994	1,868,013	12/20/1994
SUPER VEE-BAND	Registered	77/405,828	2/26/2008	3,511,604	10/7/2008
SYNCHRO-COG	Registered	72/204,216	10/19/1964	793,635	8/3/1965
TENSION-FINDER	Registered	76/631,971	2/23/2005	3,069,957	3/21/2006
THE INCREDIBLE MAX	Registered	73/029,447	8/14/1974	1,031,401	1/27/1976
THE INCREDIBLE MAX	Registered	78/612,054	4/19/2005	3,167,637	11/7/2006
THE RIGHT BELT FOR THE JOB	Registered	85/078,459	7/6/2010	4,016,967	8/23/2011
TOPMAX	Dead	74/327,605	11/2/1992	1,791,503	9/7/1993
ULTIMAX	Registered	73/774,550	1/13/1989	1,556,735	9/19/1989
ULTIMAX	Registered	78/612,560	4/20/2005	3,167,638	11/7/2006
ULTRA-CORD	Registered	76/409,757	5/20/2002	2,848,501	6/1/2004
VEE-BAND	Registered	72/278,195	8/14/1967	844,104	2/13/1968
WEDGE-BAND	Registered	73/199,719	1/11/1979	1,134,133	4/29/1980

The following unregistered Trademarks:

- BLUE LABEL
- RAW EDGE
- THORO-LINK

## EXHIBIT B

### Non-U.S. Trademarks

<u>Country</u>	<u>Mark Name</u>	<u>Status</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Australia	BLUE LABEL	Registered	575338	3/26/1992	B575338	3/26/1992
Australia	BLUE LABEL	Registered	575341	3/26/1992	B575341	3/26/1992
Australia	SYNCHRO- COG	Registered	607034	7/9/1993	A607034	7/9/1993
Canada	BLUE LABEL	Registered	1212580	4/7/2004	666280	6/19/2006
Canada	COG-BELT	Registered	256067	9/29/1960	121846	4/14/1961
Canada	DURAPOWER	Registered	429621	9/12/1978	243854	4/25/1980
Canada	MALAMUTE	Registered	365579	6/20/1973	198266	3/22/1974
Canada	MALAMUTE DESIGN	Registered	365578	6/23/1973	201292	8/23/1974
Canada	THE INCREDIBLE MAX	Registered	377366	7/24/1974	211078	1/6/1976
Canada	ULTIMAX	Registered	645285	11/21/1989	378191	1/11/1991
Denmark	COG-BELT	Registered	2332/62	7/2/1962	904	4/27/1963
European Union	BLUE LABEL	Registered	3679917	3/3/2004	3679917	2/13/2006
European Union	DURAPOWER	Registered	6336895	10/5/2007	6336895	7/25/2008
European Union	PANTHER	Registered	7375967	11/7/2008	7375967	5/14/2009
European Union	POWER- WEDGE	Registered	7072077	7/17/2008	7072077	1/30/2009
European Union	RPP	Registered	7551781	1/26/2009	7551781	11/10/2009
European Union	SUPER BLUE RIBBON	Registered	6336821	10/5/2007	6336821	7/24/2008
European Union	SYNCHRO- COG	Registered	10618759	2/6/2012	10618759	7/2/2012
European Union	THE INCREDIBLE MAX	Registered	4373296	4/5/2005	4373296	3/8/2006
European Union	ULTIMAX	Registered	4373271	4/5/2005	4373271	3/8/2006
Mexico	BLUE LABEL	Registered	658875	5/31/2004	849632	8/26/2004
Mexico	BLUE LABEL	Registered	658874	5/31/2004	854137	9/30/2004

Exhibit B

NAI-1500495496v4

**RECORDED: 01/11/2016**

**TRADEMARK  
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