

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM369971

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Trailer Industries, Inc.		06/29/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	AGC Manufactura I, S.A. de C.V.		
Street Address:	Bosques de Duraznos 127 piso 4,		
Internal Address:	Bosques de las Lomas, Miguel Hidalgo,		
City:	Mexico, Distrito Federal		
State/Country:	MEXICO		
Postal Code:	11700		
Entity Type:	Limited Liability Corporation: MEXICO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4007888	FRUEHAUF	
CORRESPONDENCE DATA			
Fax Number:	8164121263		
<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:	612.335.1500		
Email:	trademark.mpl@stinson.com		
Correspondent Name:	Stinson Leonard Street LLP		
Address Line 1:	150 South 5th Street, Ste 2300		
Address Line 2:	Joel D. Leviton		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	2063449-0004		
NAME OF SUBMITTER:	Joel D. Leviton		
SIGNATURE:	/Joel D. Leviton/		
DATE SIGNED:	01/21/2016		
Total Attachments: 5			
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STOCK PURCHASE AGREEMENT

by and between

ENABLED SOLUTIONS, INC.,
AMERICAN TRAILER INDUSTRIES, INC.,
as Sellers,

and

AGC MANUFACTURA I, S.A. DE C.V.,
as Purchaser

with the consent of

FRUEHAUF DE MEXICO, S.A. DE C.V.

Dated June 29, 2015

STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT ("*Agreement*") dated June 29, 2015 is executed by and among on one side as sellers ENABLED SOLUTIONS, INC. and AMERICAN TRAILER INDUSTRIES, INC. (each a "*Seller*" and, collectively, "*Sellers*"), and on the other side as purchaser AGC MANUFACTURA I, S.A. DE C.V. (the "*Purchaser*" and, together with Sellers, the "*Parties*"), with the consent of Fruehauf de Mexico, S.A. de C.V. (the "*Company*").

WITNESSETH:

WHEREAS, Sellers own the shares in the Company as described in Annex C hereto (the "*Shares*"), which collectively represent approximately 99.99% of the issued and outstanding shares of capital stock of the Company;

WHEREAS, Sellers desire to sell and Purchaser desires to purchase, the Shares pursuant to the terms and subject to the conditions set forth in this Agreement and in the proportions indicated in Annex C hereto; and

WHEREAS, upon consummation of the purchase and sale of the Shares pursuant to this Agreement, Purchaser shall own approximately 99.99% of the outstanding shares of capital stock of the Company.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, representations, warranties and agreements herein contained, the Parties, intending to be legally bound, agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. Defined terms in this Agreement and in the Annexes, to this Agreement, which may be identified by the capitalization of the first letter of each principal word thereof, have the meanings assigned to them below. Other terms may be defined elsewhere in the text of this Agreement and, unless otherwise indicated, shall have such meaning throughout this Agreement.

"*Affiliate*" of any Person shall mean any other Person directly or indirectly controlling, controlled by, or under common control with, such Person; provided, that, for the purposes of this definition and this Agreement, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by Contract or otherwise.

"*Alternate Transaction*" has the meaning ascribed to such term in Section 5.4.

words of similar import, it shall mean the knowledge of the individuals set forth in Section 1.4 of the Sellers' Disclosure Letter.

ARTICLE II

SALE OF SHARES AND ATII TRADEMARKS

Section 2.1. Sale of Shares and Trademarks. (a) On the terms, and subject to the satisfaction of the Conditions Precedent (*condiciones suspensivas*) set forth in Article VI of this Agreement, Sellers hereby agree to sell to Purchaser, and Purchaser hereby agrees to purchase from Sellers, at the Closing Date the following Shares, free and clear of all Liens (except Permitted Liens) and together with all accrued rights and benefits thereto:

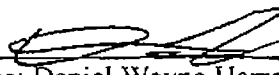
At the Closing Date, each Seller shall endorse "in property" (*endoso en propiedad*) the stock certificates representing the Shares being sold by such Seller to Purchaser in favor of Purchaser. Additionally, at the Closing Date, the Company shall take, and the Sellers shall cause the Company to take, such action as is necessary and legally required to reflect the sale, assignment, transfer, endorsement and delivery of the Shares from the applicable Sellers to Purchaser, free and clear of all Liens (except Permitted Liens), on the books and records of the Company.

(b) On the terms, and subject to the satisfaction of the Conditions Precedent (*condiciones suspensivas*) set forth in Article VI of this Agreement, American Trailer Industries, Inc. hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase from American Trailer Industries, Inc, at the Closing Date, all of the ATII Trademarks, free and clear of all Liens (except Permitted Liens) and together with all accrued rights and benefits attached thereto, and Purchaser agrees to become the sole owner and beneficiary of the ATII Trademarks and hereby assumes all obligations and Liabilities associated with such ATII Trademarks.

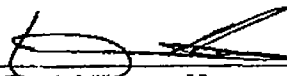
IN WITNESS WHEREOF, Sellers and Purchaser execute this Agreement as of the date first above written.

SELLERS

ENABLED SOLUTIONS, INC.


By: 
Name: Daniel Wayne Harrow
Title: Authorized Officer and
Attorney-in-fact

AMERICAN TRAILER INDUSTRIES, INC.

By: 
Name: Daniel Wayne Harrow
Title: Authorized Officer and
Attorney-in-fact

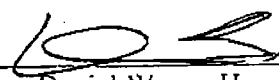
PURCHASER

AGC MANUFACTURA I, S.A. DE C.V.

By: 
Name: Javier García Teruel Ávila
Title: Attorney-in-fact

WITH THE CONSENT OF:

FRUEHAUF DE MEXICO, S.A. DE C.V.,

By: 
Name: Daniel Wayne Harrow
Title: Authorized Officer and
Attorney-in-fact

ANNEX D

TRADEMARK PORTFOLIO IN THE NAME OF AMERICAN TRAILER INDUSTRIES, INC. HEREBY
TRANSFERRED TO PURCHASER.

1. Registration No.
1221559 Trademark
FRUEHAUF Filing
date: July 6, 2007
Granting date: June 9,
2011
Goods covered: Vehicles, apparatus for locomotion by land, air or maritime in
international class 12.
In force until: July 6,
2017 Country: Mexico.
2. Registration No. 4.007.888
Trademark **FRUEHAUF**
Filing date: July 9, 2007
Granting date: August 9,
2011
Goods covered: Trailers; semi-tractor trailers in international class
12. In force until: August 9, 2021
Country: United States.
3. Registration No. 659485
Trademark **FRU-MEX**
Filing date: October 16,
1997 Granting date: June
19, 2000
Goods covered: All kinds of vehicles, including, trailers, semi-trailers, all kinds of
wagons and parts thereof in international class 12.
In force until: October 16, 2017
Country: Mexico.
4. Registration No.
616890 Trademark
WABASH
Filing date: November 14, 1997
Granting date: June 30, 1999
Goods covered: Trailers, trucks, semi-trailers, and structural parts thereof in
international class 12.
In force until: November 14, 2017
Country: Mexico.
5. Registration No. 605430