

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373232

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Carlstar Group LLC		02/15/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	TIMKEN SMO LLC		
Street Address:	2601 W. BATTLEFIELD ROAD		
City:	SPRINGFIELD		
State/Country:	MISSOURI		
Postal Code:	65807		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86692040	PANTHER XT	
CORRESPONDENCE DATA			
Fax Number:	4142770656		
<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:	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:	02/15/2016		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "**Assignment**"), dated as of February 15, 2016, is entered into between The Carlstar Group LLC, a Delaware limited liability company ("**Assignor**") and Timken SMO LLC, a Delaware limited liability company ("**Assignee**").

WHEREAS, Assignor is the owner of all rights, title and interest in and to the trademark identified on the attached Exhibit A together with the goodwill of the business associated therewith (the "**Mark**"), and has agreed to transfer to Assignee all right, title and interest in and to the Mark and that portion of the business to which the Mark pertains; and

WHEREAS, Assignee is desirous of acquiring all of Assignor's rights, title and interest in and to the Mark together with the goodwill of the business associated therewith and that portion of the business to which the Mark pertains.

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 Mark. 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 Mark, any and all applications and registrations therefor, together with that part of the goodwill of the business associated with the use of and symbolized by the Mark, and that portion of the business to which the Mark pertains, 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 Mark 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 Mark or any other claim or cause of action related to any of the Mark 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 Mark 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 PAGE 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:


THE CARLSTAR GROUP LLC

By: 
Name: Barry C. Webb, Jr.
Title: Chief Financial Officer

STATE OF Tennessee

COUNTY OF Williamson

Subscribed and sworn to before me, a Notary Public this 12th day of February 2016.


Notary Public



[Signature Page to Trademark Assignment Agreement]

ASSIGNEE:

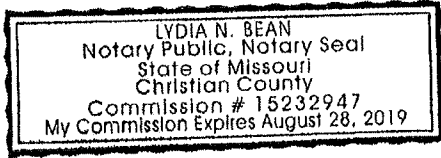
TIMKEN SMO LLC

By: *John Vassilaros*
Name: John Vassilaros
Title: President

STATE OF Missouri
COUNTY OF Greene

Subscribed and sworn to before me, a Notary Public this 15th day of Feb, 2016.

Lydia N. Bean
Notary Public



[Signature Page to Trademark Assignment Agreement]

EXHIBIT A

U.S. Trademark

<u>Mark Name</u>	<u>Status</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
PANTHER XT	Pending	86692040	7/14/2015	N/A	N/A