

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400311

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900348915

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GT EXHAUST, INC.		12/18/2015	CORPORATION: NEBRASKA
Silex Innovations Inc.		12/18/2015	Corporation: CANADA

RECEIVING PARTY DATA

Name:	NELSON GLOBAL PRODUCTS, INC.
Street Address:	1560 Williams Drive
City:	Stoughton
State/Country:	WISCONSIN
Postal Code:	53589
Entity Type:	CORPORATION: INDIANA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4099915	A CLEAR DIRECTION FOR THE FUTURE
Registration Number:	4094438	GT EXHAUST
Registration Number:	4094439	GT EXHAUST
Registration Number:	3934880	HARMONY
Registration Number:	3735944	PURITY

CORRESPONDENCE DATA

Fax Number: 3122076400

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: 3122071000

Email: mbenson@reedsmith.com

Correspondent Name: Robert E. Browne

Address Line 1: Reed Smith LLP

Address Line 2: 10 South Wacker Drive, 40th Floor

Address Line 4: Chicago, ILLINOIS 60606-7507

ATTORNEY DOCKET NUMBER:	330078.00001
NAME OF SUBMITTER:	Robert E. Browne
SIGNATURE:	/Robert E. Browne/

TRADEMARK

DATE SIGNED:	09/30/2016
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Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment"), is entered into and made effective as of December [18], 2015, by and among (a) Nelson Global Products, Inc., an Indiana corporation (the "Assignee"), and (b) GT Exhaust, Inc., a Nebraska corporation ("GTE") and Silex Innovations Inc., an Ontario corporation ("Silex", and, together with GTE, collectively "Assignors").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and among the Assignee, the Assignors, and the other signatories party thereto (the "Purchase Agreement"), the Assignors have agreed to sell, assign, transfer, convey, and deliver to the Assignee, and the Assignee has agreed to purchase and acquire from the Assignors, all of the Assignors' right, title, and interest in, to, and under the trademarks, service marks, and registrations therefor set forth on Schedule A hereto (collectively, the "Trademarks"), and have agreed to execute and deliver this Assignment;

WHEREAS, the Assignee and the Assignors are hereby effecting such transfer and assignment of all right, title, and interest of the Assignors throughout the world in and to the Trademarks and the goodwill associated therewith and symbolized thereby;

WHEREAS, capitalized terms used but not otherwise defined in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement; and

WHEREAS, this Assignment is being executed and delivered by the parties in connection with the consummation of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the Assignee and the Assignors hereby agree as follows:

1. Assignment. The Assignors hereby irrevocably convey, transfer, and assign to the Assignee all right, title, and interest of the Assignors in and to the Trademarks, together with all goodwill associated therewith and all rights of the Assignors to sue and recover damages for past, present, and future infringement, dilution, misappropriation, or other violation of such Trademarks. The Assignee is to hold all right, title, and interest in and to the Trademarks as fully and exclusively as they would have been held and enjoyed by the Assignors had the assignment in this Section 1 not been made.

2. Recording and Further Actions. The Assignors authorize and request the Assignee to cause the Assignee to be recorded as the assignee or transferee of the Trademarks and shall, promptly upon presentation to the Assignee by the Assignors, execute, or procure the execution of, such transfer documents and provide such information as may be required.

3. Other Deliverables. Following the Closing Date, the Assignors agree to promptly deliver to the Assignee or its legal counsel any additional documents or tangible things that the Assignee may request relating to the investigation, evaluation, preparation, prosecution, maintenance, defense, filing, issuance, registration, assertion, or enforcement of the Trademarks.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the substantive laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the State of Delaware.

5. Counterparts. This Assignment may be executed and delivered (including by facsimile, "pdf", or other electronic transmission) in any number of counterparts, each of which shall be deemed to be an original instrument, and all of which together shall constitute one and the same agreement.

6. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Headings. The headings contained in this Assignment are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Assignment.

8. Relationship to Purchase Agreement. This Assignment is executed and delivered pursuant to, is in furtherance of, and is subject to the terms and conditions of, the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall prevail. Nothing contained in this Assignment shall be deemed to alter, modify, expand, or diminish the terms or provisions of the Purchase Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each party has caused this Assignment to be duly executed and delivered by its authorized representative as of the date first above written.

ASSIGNEE:

NELSON GLOBAL PRODUCTS, INC.

By: Sergio Parilla
Name: SERGIO ENRIQUE
Title: CEO

ASSIGNORS:

GT EXHAUST, INC.

By: _____
Name: _____
Title: _____

SILEX INNOVATIONS, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each party has caused this Assignment to be duly executed and delivered by its authorized representative as of the date first above written.

ASSIGNEE:

NELSON GLOBAL PRODUCTS, INC.

By: _____
Name: _____
Title: _____

ASSIGNORS:

GT EXHAUST, INC.

By: Kenneth J. J.
Name: Kenneth Trevis
Title: VP Americas

SILEX INNOVATIONS, INC.

By: Kenneth J. J.
Name: Kenneth Trevis
Title: VP Americas

SCHEDULE A
TRADEMARKS

Registration Number	Application Number	Mark	Jurisdiction
4,099,915	85/153,682	A CLEAR DIRECTION FOR THE FUTURE	U.S.
4,094,438	85/153676	GT EXHAUST	U.S.
4,094,439	85/153,679	GT EXHAUST (& design)	U.S.
3,934,88	77/628,577	HARMONY	U.S.
3,735,944	77/628,599	PURITY	U.S.