

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407304

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BorgWarner USA Industries, L.L.C.		10/31/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Old Remco Holdings, L.L.C.		
Street Address:	600 Corporation Drive		
City:	Pendleton		
State/Country:	INDIANA		
Postal Code:	46064		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87096915	USA INDUSTRIES REMANUFACTURING AUTOMOTIV	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	00940-10260		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	12/01/2016		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated as of October 31, 2016, by and between BorgWarner USA Industries, L.L.C., a Delaware limited liability company, having a place of business at 600 Corporation Drive, Pendleton, IN 46064 (“Assignor”), and Old Remco Holdings, L.L.C., a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor is the owner of the trademarks, trademark registrations and applications for trademark registration, each as set forth on Schedule A hereto (collectively, the “Trademarks”); and

WHEREAS, Assignee desires to purchase and take assignment of all of Assignor’s rights, titles and interests in and to the Trademarks, and the goodwill of the business symbolized thereby.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Effective as of the date hereof, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to: (i) the Trademarks set forth in Schedule A hereto, together with all goodwill associated therewith, and any and all common law rights, copyrights and other intellectual property rights therein; (ii) all extensions and renewals of any application, registration or filing for the Trademarks; (iii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements and other violations thereof; (iv) all rights to sue for past, present, and future infringements and other violations of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (v) all rights corresponding to any of the foregoing throughout the world; and (vi) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.

2. Assignor authorizes and requests the Commissioner of the United States Patent and Trademark Office, and any official of any country or countries foreign to the United States, whose duty is to issue trademark registrations or other evidence or forms of intellectual property protection on applications as aforesaid, to issue the same to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Trademark Assignment.

3. Assignor makes no warranties, express or implied, with respect to the Trademarks.

4. This Trademark Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Assignment by electronic mail or facsimile shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment. Assignor hereby authorizes the division by Assignee of the information provided in Schedule A in order to

facilitate the conveyance, transfer and assignment, consolidation, vesting, and recording in Assignee of full ownership of the Trademarks on a jurisdiction by jurisdiction basis.

5. No provision of this Trademark Assignment may be amended, supplemented or modified except by a written instrument making specific reference hereto signed by all the parties.

6. For purposes of this Trademark Assignment: (a) "Action" means any claim, action, cause of action, suit, audit, assessment, litigation, arbitration, notice of violation, investigation, opposition, interference, hearing, complaint, demand or other legal proceeding (whether sounding in contract, tort or otherwise, whether civil or criminal and whether brought at law or in equity) that is commenced, brought, conducted, tried or heard by or before, or otherwise involving, any Governmental Body; (b) "Governmental Body" means any federal, state, local, municipal, supra-national or foreign government, political subdivision, governmental, regulatory or administrative authority, instrumentality, agency, body or commission, self-regulatory organization or any court, tribunal, or judicial or arbitral body; and (c) "Requirements of Law" means any federal, state, local, municipal, supra national or foreign laws, statutes, regulations, rules, codes or ordinances enacted, adopted, issued or promulgated by any Governmental Body.

7. This Trademark Assignment (and any causes of action, Actions, controversies or disputes that may be based upon, arise out of or relate hereto or thereto, to the transactions contemplated hereby, to the negotiation, execution or performance hereof or thereof, or to the inducement of any party to enter herein and therein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall in all respects be governed by, and construed and enforced in accordance with, the Requirements of Law of the State of Delaware, including all matters of construction, validity and performance, in each case without reference to any conflict of law rules that might lead to the application of the Requirements of Law of any other jurisdiction and without the requirement to establish commercial nexus in Delaware.

8. Assignor and Assignee agree that any dispute with respect to this Trademark Assignment shall be resolved, only in the courts of the State of Delaware or the United States District Court for Delaware and the appellate courts having jurisdiction of appeals in such courts. In that context, and without limiting the generality of the foregoing, both Assignor and Assignee by this Trademark Assignment irrevocably and unconditionally: (i) submits for itself and its property in any Action relating to this Trademark Assignment, or for recognition and enforcement of any judgment in respect thereof, to the exclusive jurisdiction of the courts of the State of Delaware, the United States District Court for Delaware, and appellate courts having jurisdiction of appeals from any of the foregoing, and agrees that all claims in respect of any such Action shall be heard and determined in such Delaware State court or, to the extent permitted by Requirements of Law, in such federal court; (ii) consents that any such Action may and shall be brought in such courts and waives any objection that it may now or hereafter have to the venue or jurisdiction of any such Action in any such court or that such Action was brought in an inconvenient court and agrees not to plead or claim the same; (iii) agrees that service of process in any such Action may be effected by mailing a copy of such process by registered or certified mail (or any substantially similar form of mail), postage

prepaid, to such party at its address as provided underneath such party's signature to this Trademark Assignment; and (iv) agrees that nothing in this Trademark Assignment shall affect the right to effect service of process in any other manner permitted by the Requirements of Law of the State of Delaware.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed as of the date first written above by its duly authorized officer.

ASSIGNOR:

BORGWARNER USA INDUSTRIES, L.L.C.

By: *Fara S. Karam*

Name: Fara S. Karam

Title: Assistant Secretary

Address:

600 Corporation Drive
Pendleton, IN 46064

STATE OF MICHIGAN)

)ss:

COUNTY OF OAKLAND)

On this 31st day of October, 2016, Denise R. Hobbs before me the undersigned, a Notary Public for the State of Michigan, personally appeared Fara S. Karam, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Denise R. Hobbs
Signature of Notary

DENISE R. HOBBS
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Feb 12, 2021
ACTING IN COUNTY OF *Oakland*

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005932 FRAME: 0995

ASSIGNEE:

OLD REMCO HOLDINGS, L.L.C.

By: 
Name: Fara S. Karam
Title: Assistant Secretary

Address:
600 Corporation Drive
Pendleton, IN 46064

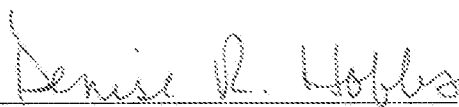
STATE OF MICHIGAN)


)ss:

COUNTY OF OAKLAND)


On this 31st day of October, 2016, Denise R. Hobbs before me the undersigned, a Notary Public for the State of Michigan, personally appeared Fara S. Karam, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.


Signature of Notary


DENISE R. HOBBS
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Feb 12, 2021
ACTING IN COUNTY OF Oakland

SCHEDULE A

MARK	COUN TRY	SERIAL NO.	REG. NO.	GOODS	CLASS	STATUS	APP. DATE	REG. DATE
USA INDUSTRIES REMANUFACTURING AUTOMOTIVE EXCELLENCE 	US	87096915	n/a	Starter alternators Axles for vehicles	7, 12	Filed	8-July-2016	n/a

TRADEMARK
REEL: 005932 FRAME: 0997

RECORDED: 12/01/2016