

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM411226

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|---|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| J & N Auto Electric, Inc. | | 01/05/2017 | Corporation: OHIO |
| RECEIVING PARTY DATA | | | |
| Name: | Arrowhead Electrical Products, Inc. | | |
| Street Address: | 3787 95th Ave. N.E. | | |
| City: | Blaine | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55104 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 9 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3843440 | J&N | |
| Registration Number: | 4439614 | J&N | |
| Registration Number: | 1871587 | J & N | |
| Registration Number: | 4436102 | J&N | |
| Registration Number: | 3961439 | J&N | |
| Registration Number: | 4439612 | J&N | |
| Registration Number: | 4436099 | J&N | |
| Registration Number: | 1893459 | J & N | |
| Registration Number: | 1822363 | JANNCO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2165790212 | | |
| <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: | (216) 586-3939 | | |
| Email: | skoston@jonesday.com | | |
| Correspondent Name: | Jones Day | | |
| Address Line 1: | 901 Lakeside Avenue | | |
| Address Line 2: | North Point | | |
| Address Line 4: | Cleveland, OHIO 44114 | | |
| ATTORNEY DOCKET NUMBER: | 560255-031005/Arrowhead | | |

CH \$240.00 3843440

| | |
|---|--------------------|
| NAME OF SUBMITTER: | Candice M. Reder |
| SIGNATURE: | /Candice M. Reder/ |
| DATE SIGNED: | 01/05/2017 |
| Total Attachments: 5 source=IP Assignment - Trademark#page1.tif source=IP Assignment - Trademark#page2.tif source=IP Assignment - Trademark#page3.tif source=IP Assignment - Trademark#page4.tif source=IP Assignment - Trademark#page5.tif | |

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “*Assignment*”) is made and delivered as of this 5th day of January, 2017, by and between J & N Auto Electric, Inc., an Ohio corporation (“*Assignor*”), and Arrowhead Electrical Products, Inc., a Delaware corporation (“*Assignee*”), pursuant to an Asset Purchase Agreement, dated as of even date herewith (as amended, modified or supplemented from time to time, the “*Purchase Agreement*”), by and among Assignor, Assignee and the Shareholders. Capitalized terms used and not defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement.

RECITALS:

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the trademark registrations identified and set forth on Schedule A hereto or that otherwise constitute a Purchased Asset under the Purchase Agreement (the “*Marks*”) and the goodwill associated with the Marks;

WHEREAS, pursuant to the Purchase Agreement and that certain Bill of Sale, dated as of the date hereof, by and among Assignor and Assignee, the Marks and their associated goodwill are to be transferred, assigned, conveyed and delivered to Assignee; and

WHEREAS, Assignor desires to transfer, assign, convey and deliver, and Assignee desires to acquire, all of Assignor’s right, title and interest in, to and under the Marks, together with all goodwill and all other rights associated with the Marks.

NOW THEREFORE, for good and sufficient consideration (including the premises and covenants set forth in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. The above recitals are incorporated herein as if set forth at length below.
2. Assignor hereby transfers, assigns, conveys and delivers to Assignee all of Assignor’s right, title and interest in, to and under the following:
 - a) the Marks;
 - b) all common law rights and goodwill associated with the Marks; and
 - c) the right to recover damages for any and all past infringement.
3. Assignor agrees, upon reasonable request and without further compensation, that Assignee and its legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing said registrations in the United States and throughout the world for such Marks, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to such Marks and any registrations issued for such Marks.
4. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Marks, and to issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for

the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

5. Assignee hereby accepts the transfer, assignment, conveyance and delivery of the Marks.
6. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page to this Assignment by facsimile or other electronic transmission (including documents in Adobe PDF format) will be effective as delivery of a manually executed counterpart to this Assignment.
7. This Assignment is executed and delivered pursuant to the Purchase Agreement and made subject to the representations and warranties of the Seller Parties contained therein. Assignor hereby specifically incorporates by reference all of the representations, warranties and indemnifications, subject to all of the conditions and limitations, applicable to the Marks in the Purchase Agreement. This Assignment shall not be deemed to defeat, alter, impair, enhance or enlarge any right, obligations, claim or remedy created by the Purchase Agreement, and in the event of any conflict between the Purchase Agreement and this Assignment, the Purchase Agreement shall govern.

[Signatures on the Following Page.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first written above.

J & N AUTO ELECTRIC, INC., as Assignor

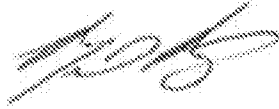
By: Nick Kuechly
Name: NICK KUECHLY
Title: PRESIDENT

[Signature Page to IP Assignment Agreement (Trademarks)]

NAI-1502224885

TRADEMARK
REEL: 005955 FRAME: 0817

ARROWHEAD ELECTRICAL PRODUCTS, INC.,
as Assignee








By: _____

Name: Bradley J. Roberts

Title: Vice President & Secretary

SCHEDULE A

| TRADEMARK | APPLN NO. | FILED | REGN NO. | REGN DATE | STATUS/COUNTRY | OWNER |
|--|-----------|------------|------------|------------|-------------------|---|
| J&N and Design  | 76/698521 | 7/20/2009 | 3843440 | 9/7/2010 | Registered U.S. | J & N Auto Electric, Inc. 10995 Canal Road Cincinnati, OH 45241 |
| J&N and Design  | 85/896306 | 4/5/2013 | 4439614 | 11/26/2013 | Registered U.S. | J & N Auto Electric, Inc. 10995 Canal Road Cincinnati, OH 45241 |
| J&N and Design  | 74/475311 | 12/28/1993 | 1871587 | 1/3/1995 | Registered U.S. | J & N Auto Electric, Inc. 1201 Glendale-Milford Road Cincinnati, OH 45215 |
| J&N and Design  | 85/896298 | 4/5/2013 | 4436102 | 11/19/2013 | Registered U.S. | J & N Auto Electric, Inc. 10995 Canal Road Cincinnati, OH 45241 |
| J&N | 85/129251 | 9/14/2010 | 3961439 | 5/17/2011 | Registered U.S. | J & N Auto Electric, Inc. 10995 Canal Road Cincinnati, OH 45241 |
| J&N | 85/896287 | 4/5/2013 | 4439612 | 11/26/2013 | Registered U.S. | J & N Auto Electric, Inc. 10995 Canal Road Cincinnati, OH 45241 |
| J&N | 85/896271 | 4/5/2013 | 4436099 | 11/19/2013 | Registered U.S. | J & N Auto Electric, Inc. 10995 Canal Road Cincinnati, OH 45241 |
| J&N | 74/537204 | 6/13/1994 | 1893459 | 5/9/1995 | Registered U.S. | J & N Auto Electric, Inc. 1201 Glendale-Milford Road Cincinnati, OH 45215 |
| JANNCO | 74/392864 | 5/20/1993 | 1822363 | 2/22/1994 | Registered U.S. | J & N Auto Electric, Inc. 10995 Canal Road Cincinnati, OH 45241 |
| J&N Logo  | 1622180 | 4/11/2013 | TMA897 657 | 2/27/2015 | Registered Canada | J & N Auto Electric, Inc. 10995 Canal Road Cincinnati, OH 45241 |
| J&N | 1622179 | 4/11/2013 | TMA914 886 | 9/23/2015 | Registered Canada | J & N Auto Electric, Inc. 10995 Canal Road Cincinnati, OH 45241 |

SCHEDULE A

NAI-1502224885v3

RECORDED: 01/05/2017

TRADEMARK
REEL: 005955 FRAME: 0819