TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418068

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
USM MEXICO MANUFACTURING LLC		03/01/2017	Limited Liability Company: MICHIGAN

RECEIVING PARTY DATA

Name:	AAM INTERNATIONAL S.À R.L.
Street Address:	6B RUE GABRIEL LIPPMANN
Internal Address:	PARC D'ACTIVITÉ SYRDALL 2
City:	MUNSBACH, GRAND-DUCHY
State/Country:	LUXEMBOURG
Postal Code:	L-5365
Entity Type:	PRIVATE LIMITED LIABILITY COMPANY: LUXEMBOURG

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2775696	U S MANUFACTURING CORPORATION
Registration Number:	2744332	VARI-LITE

CH $65.00 2775696

CORRESPONDENCE DATA

Fax Number: 6508385109

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: 650-838-3743
Email: jlik@shearman.com
Correspondent Name: MARIE-ALEXIS VALENTE
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	34078/46
NAME OF SUBMITTER:	MARIE-ALEXIS VALENTE
SIGNATURE:	/MARIE-ALEXIS VALENTE/
DATE SIGNED:	03/02/2017

Total Attachments: 8
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EXECUTION VERSION

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement"), effective as of March 1, 2017, is by and between USM Mexico Manufacturing LLC, a Delaware limited liability company ("Assignor"), and AAM International S.à r.l., a private limited liability company (société à responsabilité limitée) incorporated and existing under the laws of the Grand-Duchy of Luxembourg, having its registered office at 6B rue Gabriel Lippmann, Parc d'Activité Syrdall 2, L-5365 Munsbach, Grand-Duchy of Luxembourg, registered with the Luxembourg register of commerce and companies under the number B 116.477 ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee have entered into a certain Assignment and Assumption Agreement, dated as of the date hereof, pursuant to which, among other things, Assignor has agreed to assign all of its rights, title and interests in (i) the patents and patent applications listed on **Schedule A** (the "Patents"), (ii) the trademarks set forth on **Schedule B** (the "Trademarks"), and (iii) the domain name set forth on **Schedule C** (the "Domain Name") (the Patents, Trademarks and Domain Name, collectively, the "Assigned IP").

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor does hereby assign unto Assignee all of Assignor's right, title and interest in and to the Assigned IP and the registrations and applications therefor in the United States and throughout the world (including all rights therein provided by international conventions and treaties), all rights of priority and renewals in the Assigned IP, together with the goodwill of the business symbolized by or associated with the Assigned IP, along with the right to sue and recover for, and the right to profits, penalties or damages due or accrued, arising out of or in connection with any and all past, present and future infringements, misappropriation, dilution of or other violation, damage or injury to the Assigned IP or such represented goodwill.

2. Registrant Name Change Agreement. Without limiting Section 3 of this Agreement, within five (5) days following the date hereof, Assignor shall (a) execute or otherwise complete the applicable registrant name change agreement or other forms required by the applicable Internet domain name registrar for the Domain Name (the "Registering Authority"); (b) submit or file such registrant name change agreements or other forms to or with the Registering Authority in accordance with the policies and rules of the Registering Authority; and (c) take any further actions in accordance with the policies and rules of the Registering Authority as required to transfer such Domain Name to Assignee on an expedited basis.

3. Further Assurances; Authorization. Assignor shall, at the request of Assignee and in a timely manner, take all actions and execute all documents necessary or desirable to assist Assignee in the implementation, recordation or perfection of Assignee's interest in and to the Assigned IP and authorizes any applicable governmental authority or Internet domain name registrar to issue any and all registrations from any and all applications for registration included in the Assigned IP to and in the name of Assignee.

4. No Implied Rights in Third Parties. Nothing expressed or implied in this Agreement is intended to confer upon any person, other than the parties hereto, or their respective successors or permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

5. Successors and Assigns. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[*Signature Page Follows*]

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IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first written above.

ASSIGNOR:

USM MEXICO MANUFACTURING LLC

By: AAM International S.à r.l., its sole member

By: _____
Name: Christopher Jenner
Title: Authorized signatory

ASSIGNEE:

AAM INTERNATIONAL S.À.R.L.

By: _____
Name: Christopher Jenner
Title: Authorized signatory

Schedule A

PATENTS

Title (Machine translation, if available)	Country	Patent No.	Grant Date	Application No.	Application Date
PROCESS FOR FORMING LIGHT-WEIGHT TUBULAR AXLES	US	5522246	19960604	08/423803	19950419
METHOD OF MAKING A SHATTERPROOF AIR BAG INFLATOR PRESSURE VESSEL	US	5388322	19950214	08/068957	19930528
VEHICLE LIGHT WEIGHT DEAD AXLE AND METHOD FOR FORMING SAME	CA	2357152	20090616	2357152	20010911
VEHICLE LIGHT WEIGHT DEAD AXLE AND METHOD FOR FORMING SAME	MX	228516	20050615	PA/a/2001/009134	20010911
VEHICLE LIGHT WEIGHT DEAD AXLE AND METHOD FOR FORMING SAME	US	6439672	20020827	09/658725	20000911
TUBULAR ARTICLES WITH VARYING WALL THICKNESS	US	N/A	N/A	60/622614	20041028
TUBULAR AXLE HOUSING ASSEMBLY WITH VARYING WALL THICKNESS	CA	2526117	20140415	2526117	20051028
METHOD OF MANUFACTURING A TUBULAR AXLE HOUSING ASSEMBLY WITH VARYING WALL THICKNESS	CA	2841620	20160927	2841620	20051028
TUBULAR AXLE HOUSING ASSEMBLY WITH VARYING WALL THICKNESS	CA	2841707	20160329	2841707	20051028
TUBULAR ARTICLES WITH VARYING WALL THICKNESS AND METHOD OF MANUFACTURING SAME	US	7412866	20080819	11/261369	20051028
TUBULAR AXLE HOUSING WITH VARYING WALL THICKNESS	US	7866759	20110111	12/193417	20080818
TUBULAR ARTICLES WITH VARYING WALL THICKNESS	US	8245734	20120821	12/957350	20101130
TUBULAR ARTICLES WITH VARYING WALL THICKNESS	US	N/A	N/A	13/541339	20120703
METHOD OF FORMING AXLES WITH INTERNALLY THICKENED WALL SECTIONS	CA	2537595	20090825	2537595	20060223
METHOD OF FORMING AXLES WITH INTERNALLY THICKENED WALL SECTIONS	DE	102006009415	20110616	1020061009415	20060223
METHOD OF FORMING AXLES WITH INTERNALLY THICKENED WALL SECTIONS	FR	2882280 [Pub. No.]	20060825 [Pub. Date]	0601614	20060223
METHOD OF FORMING AXLES WITH INTERNALLY THICKENED WALL SECTIONS	JP	4388525	20091009	20060046511	20060223
UNITARY REAR AXLE HOUSING AND METHOD FOR MANUFACTURING SAME	US	N/A	N/A	60/711270	20050826
METHOD OF FORMING AXLES WITH INTERNALLY THICKENED WALL SECTIONS	US	7334312	20080226	11/063470	20050223
UNITARY REAR AXLE HOUSING AND METHOD FOR MANUFACTURING SAME	CA	2557211	20131224	2557211	20060825
UNITARY REAR AXLE HOUSING AND METHOD FOR MANUFACTURING SAME	US	7681426	20100323	11/510196	20060825

Title (Machine translation, if available)	Country	Patent No.	Grant Date	Application No.	Application Date
LIGHTWEIGHT, STIFFENED, TWIST RESISTANT, EXTRUDED VEHICLE AXLE	CA	2569966	20100601	2569966	20061204
LIGHTWEIGHT, STIFFENED, TWIST RESISTANT, EXTRUDED VEHICLE AXLE	DE	102006059290 [Pub. No.]	20070628 [Pub. Date]	10200610059290	20061213
LIGHT WEIGHT, STIFFENED, TWIST RESISTANT, EXTRUDED VEHICLE AXLE	MX	268195	20081015	PA/a/2006/014612	20061214
LIGHT WEIGHT, STIFFENED, TWIST RESISTANT, EXTRUDED VEHICLE AXLE	US	7537290	20090526	11/305468	20051216
LIGHTWEIGHT DRIVE AXLE SHAFT	EP	2930044	20161019	20150162839	20150408
LIGHTWEIGHT DRIVE AXLE SHAFT	US	9506497	20161126	14/247702	20140408
LIGHTWEIGHT DRIVE AXLE SHAFT	WO	N/A	N/A	PCT/US2015/024135	20150402
METHOD OF FORMING A VARIABLE WALL LIGHT WEIGHT AXLE SHAFT WITH FRICTION WELDED FLANGE	CA	N/A	N/A	2945120	20150402
LIGHTWEIGHT DRIVE AXLE SHAFT	CN	N/A	N/A	201580018632.3	20150402
LIGHTWEIGHT DRIVE AXLE SHAFT	JP	N/A	N/A	Unidentified	20150402
LIGHTWEIGHT DRIVE AXLE SHAFT	MX	N/A	N/A	MX/a/2016/013142	20150402
METHOD FOR FORMING A VARIABLE WALL LIGHT WEIGHT AXLE SHAFT WITH FRICTION WELDED FLANGE AND AXLE SHAFT THEREOF	EP	N/A	N/A	20150162837	20150408
METHOD FOR FORMING A VARIABLE WALL LIGHT WEIGHT AXLE SHAFT WITH FRICTION WELDED FLANGE	US	9400009	20160726	14/247709	20140408
METHOD FOR FORMING A VARIABLE WALL LIGHT WEIGHT AXLE SHAFT WITH FRICTION WELDED FLANGE	WO	N/A	N/A	PCT/US2015024139	20150402
METHOD FOR FORMING A VARIABLE WALL LIGHT WEIGHT AXLE SHAFT WITH FRICTION WELDED FLANGE	CA	N/A	N/A	2945122	20150402
METHOD FOR FORMING A VARIABLE WALL LIGHT WEIGHT AXLE SHAFT WITH FRICTION WELDED FLANGE	CN	N/A	N/A	20158001866.2	20150402
METHOD FOR FORMING A VARIABLE WALL LIGHT WEIGHT AXLE SHAFT WITH FRICTION WELDED FLANGE	JP	N/A	N/A	Unidentified	20150402
METHOD FOR FORMING A VARIABLE WALL LIGHT WEIGHT AXLE SHAFT WITH FRICTION WELDED FLANGE	MX	N/A	N/A	MX/a/2016/013139	20150402
A METHOD FOR MAKING A VARIABLE-WALL LIGHT-WEIGHT AXLE SHAFT WITH AN INTEGRAL FLANGE MEMBER	EP	N/A	N/A	20150162833	20150408
VARIABLE-WALL LIGHT-WEIGHT AXLE SHAFT WITH AN INTEGRAL FLANGE MEMBER AND METHOD FOR MAKING THE SAME	US	N/A	N/A	14/247747	20140408
VARIABLE-WALL LIGHT-WEIGHT AXLE SHAFT WITH AN INTEGRAL FLANGE MEMBER AND METHOD FOR MAKING THE SAME	WO	N/A	N/A	PCT/US2015/024134	20150402

Title (Machine translation, if available)	Country	Patent No.	Grant Date	Application No.	Application Date
VARIABLE-WALL LIGHT-WEIGHT AXLE SHAFT WITH AN INTEGRAL FLANGE MEMBER AND METHOD FOR MAKING THE SAME	CA	N/A	N/A	2945116	20150402
VARIABLE-WALL LIGHT-WEIGHT AXLE SHAFT WITH AN INTEGRAL FLANGE MEMBER AND METHOD FOR MAKING THE SAME	CN	N/A	N/A	201580018670.9	20150402
VARIABLE-WALL LIGHT-WEIGHT AXLE SHAFT WITH AN INTEGRAL FLANGE MEMBER AND METHOD FOR MAKING THE SAME	JP	N/A	N/A	Unidentified	20150402
VARIABLE-WALL LIGHT-WEIGHT AXLE SHAFT WITH AN INTEGRAL FLANGE MEMBER AND METHOD FOR MAKING THE SAME	MX	N/A	N/A	MX/a/2016/013140	20150402
AXLE BEAM WITH VARIABLE WALL THICKNESS AND VARIABLE CROSS-SECTIONAL SHAPE AND METHOD OF MAKING SAME	US	N/A	N/A	15/220577	20160727

Schedule B

TRADEMARKS

Mark	Source/Status	App. Date/ No. Reg. Date/No.
U S MANUFACTURING CORPORATION	USPTO Renewed (Registered) Section 2(F)	**App** 16-OCT-2002 **App** 78174898 **Reg** 21-OCT-2003 **Reg** 2775696
VARI-LITE	USPTO Renewed (Registered)	**App** 04-JAN-2002 **App** 76355647 **Reg** 29-JUL-2003 **Reg** 2744332
INNOVATION THROUGH TEAMWORK	State Registered (MI)	**Reg** 30-JUN-2006 **Reg** M07097 **Renewed**

Schedule C

DOMAIN NAME

Domain	Registrant
usmfg.com	U.S. Manufacturing Corporation