

900398197 03/13/2017

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM419410

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Resilient Technologies LLC		03/10/2017	Limited Liability Company: DELAWARE Wis Consin
RECEIVING PARTY DATA			
Name:	Bridgestone Americas Tire Operations, LLC		
Street Address:	535 Marriott Drive		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37214		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3337531	RESILIENT TECHNOLOGIES	
Registration Number:	5151380	TERRAIN ARMOR	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3303796178		
Email:	iplaw@bfusa.com		
Correspondent Name:	Thomas R. Kingsbury		
Address Line 1:	10 East Firestone Blvd.		
Address Line 4:	Akron, OHIO 44317		
NAME OF SUBMITTER:	Maxiene Rush		
SIGNATURE:	/Maxiene Rush/		
DATE SIGNED:	03/13/2017		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of March 10, 2017, by and between Resilient Technologies LLC, a Wisconsin limited liability company ("Assignor"), and Bridgestone Americas Tire Operations, LLC, a Delaware limited liability company ("Assignee"), whereby Assignor desires to assign, and Assignee desires to acquire, the entire right, title and interest in and to certain intellectual property listed in Appendix A (the "Marks"). Now, therefore, for good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged), the parties hereby agree as follows:

Assignor does hereby sell, convey, transfer, assign and deliver to Assignee, and Assignee hereby acquires from Assignor, free and clear of all liens and encumbrances, all right, title and interest of Assignor in and to the Marks, together with all goodwill associated therewith and all trademark registrations, applications and renewals in connection with such Marks and all claims for damages by reason of past, present, or future infringement, dilution or misappropriation of the foregoing, with the right to sue for and collect the same. Assignor shall execute and deliver such further and other documents as may be reasonably necessary to give effect to this Assignment and to carry out its provisions.

This Assignment shall in all respects be construed in accordance with and governed by the laws of the State of Delaware, disregarding conflicts of laws principles. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Assignment in accordance with and subject to all the terms, provisions, and limitations set forth in the Purchase Agreement. Nothing in this Agreement shall alter any liability or obligation of the Assignor or the Assignee arising under the Asset Purchase Agreement dated as of March 10, 2017, by and between Assignor and Assignee (the "Asset Purchase Agreement"). If there shall be any conflict between the terms of this Assignment and the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall govern and control.

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by their duly authorized representatives effective as of the date first set forth above.

RESILIENT TECHNOLOGIES LLC

BRIDGESTONE AMERICAS TIRE
OPERATIONS, LLC

By: _____

By: S. M. Charles

Name: _____

Name: Steven M. Charles

Title: _____

Title: VP Research & Development

APPENDIX A

Mark	Reg. No.	App. No.	Filed	Issued	Jurisdiction
RESILIENT TECHNOLOGIES	3,337,531	77/11688 6	2/27/2007	11/13/2007	U.S.
TERRAIN ARMOR		85/76123 1	10/23/2012		U.S.
TERRAIN ARMOR	TMA85577 2	1599308	10/23/2012	7/23/2013	Canada

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RESILIENT TECHNOLOGIES LLC

**BRIDGESTONE AMERICAS TIRE
OPERATIONS, LLC**

By: Stacy L. Boyart

By: _____

Name: Stacy L. Boyart

Name: _____

Title: Vice President, Secretary

Title: _____

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