

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM422821

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MIETHER BEARING PRODUCTS, LLC		04/06/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	STANDARD LOCKNUT, LLC		
<b>Street Address:</b>	1045 East 169th Street		
<b>City:</b>	Westfield		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46074		
<b>Entity Type:</b>	Limited Liability Company: MISSOURI		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3962906	PROTECTOR	
<b>Registration Number:</b>	4005941	MIETHER BEARING PRODUCTS	
<b>Registration Number:</b>	4006309	MBP	
<b>Registration Number:</b>	4006308	MIETHER MACHINE WORKS	
<b>Registration Number:</b>	4054152	MMW	
<b>Registration Number:</b>	4110008	OPTIMA	
<b>Registration Number:</b>	4048347	MIETHER BEARING PRODUCTS	
<b>Registration Number:</b>	4057580	LOOK FOR THE FLAT TOP	
<b>Registration Number:</b>	4057581	WE'VE ALWAYS BEEN GREEN!	
<b>Registration Number:</b>	4006310	MIETHER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3303769646		
<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>			
<b>Phone:</b>	330-376-1242		
<b>Email:</b>	rlskoglund@rennerkenner.com		
<b>Correspondent Name:</b>	Renner Kenner Greive Bobak Taylor WebeR		
<b>Address Line 1:</b>	106 south main street		
<b>Address Line 2:</b>	first national tower, suite 400		

OP \$265.00 3962906

<b>Address Line 4:</b>	Akron, OHIO 44308
<b>NAME OF SUBMITTER:</b>	Rodney L. Skoglund
<b>SIGNATURE:</b>	/Rodney L. Skoglund/
<b>DATE SIGNED:</b>	04/06/2017
<b>Total Attachments: 4</b> source=agreement#page1.tif source=agreement#page2.tif source=agreement#page3.tif source=agreement#page4.tif	

**TRADEMARK TRANSFER AGREEMENT**

THIS AGREEMENT ("Agreement"), is made as of this 6th day of April 2017, by and between MIETHER BEARING PRODUCTS, LLC, a Delaware limited liability company having a former address at 8720 North County Road West, Odessa, Texas 79764 (hereinafter "Miether") and STANDARD LOCKNUT, LLC, a Missouri limited liability company, located at 1045 East 169<sup>th</sup> Street, Westfield, Indiana 46074 (hereinafter "Standard Locknut").

WHEREAS, Miether is the owner of the entire right, title and interest in the various trademarks and trademark registrations listed in Exhibit A attached hereto, (hereinafter "the Trademarks");

WHEREAS, Miether desires to transfer to Standard Locknut all of its right, title and interest in and to the Trademarks; and

WHEREAS, Standard desires to accept the Trademarks and has a *bona fide* intention to use or to continue to use the Trademarks in commerce and in interstate commerce on or in connection with the goods or services listed in the registrations for each trademark;

NOW THEREFORE, in consideration of the premises and the mutual covenants described herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto do hereby mutually covenant and agree as follows:

SECTION 1. Miether hereby transfers, assigns and conveys to Standard Locknut, its successors and assigns, as of the date first written hereinabove, all of Miether's right, title and interest (including all rights conferred by the registration thereof) in and to the Trademarks, together with any and all goodwill of the business associated therewith, attaching to and symbolized by the Trademarks.

SECTION 2. Miether further conveys to Standard Locknut all of its rights to bring proceedings in the courts or in the U.S. Patent and Trademark Office and seek remedies for any infringement of the Trademark which may have occurred prior to the date hereof.

SECTION 3. To the extent any rights exist, Miether conveys to Standard Locknut all rights, title and interest in or to the Trademarks existing at common law by virtue of its use thereof and all of its rights to institute and maintain proceedings for Lanham Act violation(s) by and against any person or entity now or hereinafter wrongfully using the Trademarks.

SECTION 4. Standard Locknut agrees to accept the transfer of all of Miether's rights, title and interest in the Trademarks pursuant to a prior Purchase Agreement, incorporated herein and made a part of this agreement.

SECTION 5. Except as otherwise provided in any instrument of conveyance, Miether and Standard Locknut hereby agree that the Trademarks and goodwill associated with the business are being transferred **AS IS** and **WITHOUT ANY WARRANTY OR REPRESENTATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

SECTION 6. At the request of Standard Locknut and without further consideration or enumeration, Meither shall execute any and all further documents, forms, or authorizations and depose or swear any declarations or oaths as may be necessary or required by the U.S. Patent and Trademark Office or the courts for providing full right, title and interest in and to any registration of the Trademark in favor of Standard Locknut.

SECTION 7. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 8. If at anytime subsequent to the date hereof, any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provision of this Agreement.

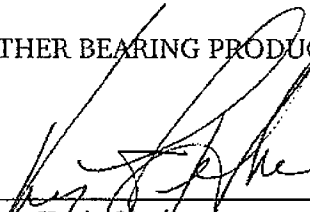
SECTION 9. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Ohio, without regard to the conflict of laws principles thereof.

SECTION 10. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

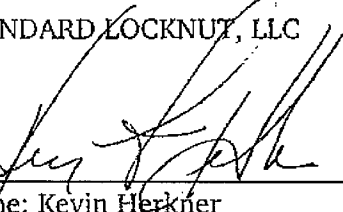
SECTION 11. This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

MIETHER BEARING PRODUCTS, LLC.

By:   
Name: Kevin Herkner  
Title: President

STANDARD LOCKNUT, LLC

By:   
Name: Kevin Herkner  
Title: President

**EXHIBIT A**

FILE NO.                      TRADEMARK                      SERIAL NO.                      REG. NO.                      REG. DATE  
FILING DATE

MIE.T.US0001	PROTECTOR	79/929,251 02-05-2010	3962906	05-17-2011
MIE.T.US0002	MIETHER BEARING PRODUCTS	85/209,330 01-03-2011	4005941	08-02-2011
MIE.T.US0003	MBP	85/242,632 02-15-2011	4006309	08-02-2011
MIE.T.US0004	MIETHER MACHINE WORKS	85/242,574 02-15-2011	4006308	08-02-2011
MIE.T.US0005	MMW	85/242,551 02-15-2011	4054152	11-08-2011
MIE.T.US0006	OPTIMA	85/205,114 12/23/2010	4110008	03-06-2012
MIE.T.US0007	MIETHER BEARING PRODUCTS	85/253,375 02-28-2011	4048347	11-01-2011
MIE.T.US0008	LOOK FOR THE FLAT TOP	85/206,661 12-28-2010	4057580	11-15-2011
MIE.T.US0009	WE'VE ALWAYS BEEN GREEN!	85/206,669 12-28-2010	4057581	11-15-2011
MIE.T.US0010	MIETHER	85/242,642 02-15-2011	4006310	08-02-2011