

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM427670

<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>
Delaware Capital Formation, Inc.		02/14/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PMI Operating Company, Inc.		
<b>Street Address:</b>	7201 Industrial Park Blvd		
<b>City:</b>	Mentor		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44060		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3417862	INNOVATE MOTORSPORTS	
<b>Registration Number:</b>	3417864	INNOVATE MOTORSPORTS	
<b>Registration Number:</b>	3498058	INNOVATE MOTORSPORTS	
<b>Registration Number:</b>	2318401	JE	
<b>Registration Number:</b>	2363165	JE PISTONS	
<b>Registration Number:</b>	2981819	JE PRO SEAL	
<b>Registration Number:</b>	4426106	JE PRO SEAL	
<b>Registration Number:</b>	3664094	JE PRO SERIES PISTONS	
<b>Registration Number:</b>	3397132	K1 TECHNOLOGIES	
<b>Registration Number:</b>	4903468	PRO SEAL	
<b>Registration Number:</b>	3393654	PRO SERIES PISTONS	
<b>Registration Number:</b>	2953070	PROSEAL	
<b>Registration Number:</b>	1985999	SPORTSMAN RACING PRODUCTS	
<b>Registration Number:</b>	3599510	SRP PROFESSIONAL	
<b>Registration Number:</b>	3150435	SRP SPORTSMAN RACING PRODUCTS	
<b>Registration Number:</b>	3711371	TUFF SKIRT	
<b>Registration Number:</b>	4841526	VIEW. CAPTURE. ANALYZE.	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

CH \$440.00 3417862

**Fax Number:** 3128622000

*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:** 3128622000

**Email:** trademarks@kirkland.com

**Correspondent Name:** Mary Parsons

**Address Line 1:** 300 North LaSalle

**Address Line 2:** c/o Kirkland & Ellis LLP

**Address Line 4:** Chicago, ILLINOIS 60654

<b>ATTORNEY DOCKET NUMBER:</b>	40462-135- MWP
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<b>NAME OF SUBMITTER:</b>	Mary Parsons
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<b>SIGNATURE:</b>	/Mary Parsons/
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<b>DATE SIGNED:</b>	05/16/2017
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**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment"), dated as of February 14, 2017, is being executed by Delaware Capital Formation, Inc., a Delaware corporation ("Assignor"), located at 501 Silverside Road, Suite 5, Wilmington, Delaware 19809, in favor of PMI Operating Company, Inc., a Delaware corporation, located at 7201 Industrial Park Blvd, Mentor, Ohio 44060 ("Assignee"). Reference is hereby made to that certain Purchase and Contribution Agreement, dated as of the date hereof (the "Purchase Agreement"), by and between Dover Engineered Systems, Inc. and Assignee (among others), pursuant to which, among other things, it is contemplated that Assignor assign to Assignee the Assigned Trademarks (as such term is defined below).

WHEREAS, Assignor is the owner of the trademarks set forth on Schedule A hereto (the "Assigned Trademarks"); and

WHEREAS, Assignor wishes to assign to Assignee and Assignee wishes to accept the assignment of all right, title and interest of Assignor in and to the Assigned Trademarks.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Effective as of the date hereof, Assignor hereby transfers, assigns, conveys and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the Assigned Trademarks, including any and all associated: (i) goodwill symbolized thereby; (ii) rights to renew any registrations included in the Assigned Trademarks and to apply for trademark registrations based in whole or in part upon the Assigned Trademarks (including the right to claim priority therefrom); (iii) rights to collect royalties, products and proceeds and rights to sue for past, present and future infringements, misappropriations, unfair competitions, dilutions or other violations thereof, including the right to settle suits involving claims and demands for royalties owing and to collect and retain damages and profits in connection therewith; and (iv) rights to assign the rights conveyed herein; all of the foregoing (in (i) to (iv)) to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Successors and Assigns. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

3. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware (without regard to principles of conflicts of law).

4. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

5. Further Assurances. From time to time following the date hereof, at the sole expense of Assignee, Assignor shall execute and deliver such other instruments of conveyance, assignment, transfer and delivery and execute and deliver such other documents and take or cause to be taken such other actions as necessary or as Assignee reasonably may request in order to record, perfect or otherwise effectuate the assignment granted hereunder.

*[Signature page follows.]*

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date first written above.

DELAWARE CAPITAL FORMATION, INC.

By: *Amy Ward*  
Name: *AMY WARD*  
Title: *PRESIDENT*

By: \_\_\_\_\_  
Name:  
Title:

*(Signature Page to Trademark Assignment)*

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date first written above.

DELAWARE CAPITAL FORMATION, INC.

By: \_\_\_\_\_  
Name:  
Title:

By: Jon Calnera  
Name: Jon Calnera  
Title: VP & Secretary

*(Signature Page to Trademark Assignment)*

Schedule A

Assigned Trademarks

Jurisdiction	Title	Registration No.	Application No.
Australia	JE	937266	937265
Australia	K1 Technologies & design	1324710	1324710
Australia	SRP Sportsman Racing Products & design	937265	937265
Brazil	PMI Performance Motorsports Inc & design	831030291	831030291
Brazil	PMI Performance Motorsports Inc & design	--	831030305
China	JE & Design	5975508	5975508
China	JE Pistons & Design	5975509	5975509
European Union	JE	5920061	5920061
US	Innovate Motorsports	3417862	77/254,133
US	Innovate Motorsports	3417864	77/254,153
US	Innovate Motorsports Block Letters	3498058	77/254,176
US	JE	2318401	75/558,072
US	JE Pistons & Design	2363165	75/533,364
US	JE Pro Seal	2981819	78/240,310
US	JE Pro Seal	4426106	85/524,021
US	JE Pro Series Pistons block letters	3664094	77/125,723
US	K1 Technologies	3397132	77/060,379
US	Pro Seal	4903468	85/524043
US	Pro Series Pistons	3393654	77/125,830
US	Proseal	2953070	78/165113
US	Sportsman Racing Products	1985999	74/454664
US	SRP Professional & design	3599510	77/317996
US	SRP Sportsman Racing Products & design	3150435	78/304057
US	Tuff Skirt block letters	3711371	77/649017
US	View. Capture. Analyze	4841526	86/635,048