

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM442451

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jason Incorporated		07/29/2016	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	Aerotorq		
Street Address:	40W419 Joyce Kilmer Court		
City:	St. Charles		
State/Country:	ILLINOIS		
Postal Code:	60175		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1196113	NATORQ	
CORRESPONDENCE DATA			
Fax Number:	4142259753		
<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:	414-225-9755		
Email:	docketing@boylefred.com		
Correspondent Name:	Boyle Fredrickson, S.C.		
Address Line 1:	840 NORTH PLANKINTON AVENUE		
Address Line 4:	MILWAUKEE, WISCONSIN 53203		
NAME OF SUBMITTER:	ADAM L. BROOKMAN		
SIGNATURE:	/Adam L. Brookman/		
DATE SIGNED:	09/08/2017		
Total Attachments: 3			
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CH \$40.00 1196113

TRADEMARK TRANSFER AGREEMENT

THIS TRADEMARK TRANSFER AGREEMENT is made and entered into as of this 29th day of July, 2016 by and between Jason Incorporated, a Wisconsin corporation (the "Transferor") and Aerotorq, a Illinois Company (the "Transferee").

BACKGROUND

~~Transferor desires to sell and assign to Transferee and Transferee desires to purchase, assume and accept from Transferor, certain of the assets, properties and rights of Transferor.~~

AGREEMENT

In consideration of the foregoing and the mutual promises and other terms and conditions set forth in this Agreement, and intending to be legally bound hereby, the parties agree as follows:

1. Terms of Sale.

(a) For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Transferor hereby transfers and assigns to Transferee, its successors and assigns, and Transferee hereby purchases and accepts from Transferor, its entire right, title, and interest in and to the following trademark (the "Trademark"), together with the goodwill associated with or symbolized by the Trademark, upon the terms and subject to the conditions set forth in this Agreement:

Trademark	Reg./Ser. No.
NATORQ	1196113/73306573

(b) Transferor also sells, transfers, and assigns to Transferee any and all common law rights or other rights acquired by it through use of the Trademark in any jurisdiction; any and all rights in any component part of the Trademark and the goodwill associated with or symbolized thereby. In all events, the Trademark and rights transferred herein shall be held and enjoyed by the Transferee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Transferor had this transfer and assignment not been made.

(c) This transfer and assignment includes the right to sue and recover damages for infringements of the Trademark, whether arising prior to or subsequent to the date of this Agreement.

(d) Transferor believes that it is the owner of the entire right, title, and interest in the Trademark and that it has the full right, power, and authority to make this sale and transfer.

(e) Any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, value-added tax or other tax, fee or charge of any nature whatsoever imposed by any governmental authority on or measured by the transaction between Transferor and Transferee under this Agreement shall

be paid by Transferee. If Transferor is required to pay all or any portion of any such tax, fee or charge, then Transferee shall reimburse Transferor therefor upon demand.

2. Transferee hereby accepts the foregoing sale, transfer and assignment and hereby agrees to pay Transferor, upon the parties' execution of this Agreement, the amount of [REDACTED]

3. Indemnification. Transferee shall be solely responsible for, and shall defend, indemnify and hold harmless Transferor and its affiliates, and their respective directors, officers, employees, agents, insurers and other representatives (collectively, the "Transferor Indemnified Parties"), from and against, any and all claims, demands, causes of action, losses, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and legal expenses) that directly or indirectly arise out of or result from the Trademark, or the use, possession or control of the Trademark by Transferee or its employees or agents or by third persons, or that otherwise directly or indirectly arise out of or result from any actual or alleged action or omission of Transferee or its agents or employees in connection with the Trademark. Transferor may, at its sole election, participate in the defense of any such claims or causes of action at its own expense. Transferee agrees to keep Transferor informed regarding all such claims and causes of action.

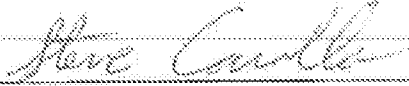
1. Miscellaneous. This Agreement constitutes the entire agreement, superseding all prior oral or written negotiations, representations, understandings and agreements, between the parties regarding the subject matter of this Agreement; and there are no conditions to this Agreement that are not expressed in this Agreement. Transferee shall not assign this Agreement or its rights or obligations under this Agreement, in whole or in part, without the prior written consent of Transferor; and any attempted assignment without such consent shall be void and without legal effect. No terms additional to or different from those contained in this Agreement and that may be contained in any of Transferee's purchase order, acknowledgment or other forms or correspondence shall be of any force or effect with respect to the subject matter of this Agreement. No waiver or amendment of the terms of this Agreement shall be binding upon the parties unless set forth in a written instrument signed by both parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without reference to conflicts of laws principles.

* * * * *

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Trademark Transfer Agreement as of the day and year first above written.

TRANSFEROR:

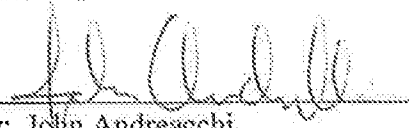
JASON INCORPORATED



By: Steve Carollo
Its: Senior Vice President & General Manager --
Finishing and Components

TRANSFereeE:

Acroforq



By: John Andreacchi
Its: President

[Signature Page to Trademark Transfer Agreement]