

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444046

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Walbro, Inc.		09/18/2017	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	Walbro LLC		
Street Address:	13550 E. Smith Road, Unit 100		
City:	Aurora		
State/Country:	COLORADO		
Postal Code:	80011		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4492424	AUTO PEDIC	
Registration Number:	4776457	AUTO PEDIC	
Registration Number:	2912714	GT COVERS	
Registration Number:	3178748	PRECISIONFIT SEAT COVERS	
Registration Number:	3377090	GREAT COVERS	
Registration Number:	3329439	WETSKINZ	
Registration Number:	4990593	SADDLE GUARD	
CORRESPONDENCE DATA			
Fax Number:	4155911400		
<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:	415-591-1000		
Email:	trademarksSF@winston.com		
Correspondent Name:	Winston & Strawn LLP, Becky L. Troutman		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	201035.00007		
NAME OF SUBMITTER:	Becky L. Troutman		

CH \$190.00 4492424

SIGNATURE:	/Becky L. Troutman/
DATE SIGNED:	09/21/2017
Total Attachments: 5 source=Walbro Inc to Walbro LLC - Executed Assignment#page1.tif source=Walbro Inc to Walbro LLC - Executed Assignment#page2.tif source=Walbro Inc to Walbro LLC - Executed Assignment#page3.tif source=Walbro Inc to Walbro LLC - Executed Assignment#page4.tif source=Walbro Inc to Walbro LLC - Executed Assignment#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("IP Assignment"), is entered into and effective as of September 18, 2017, by and between Walbro, Inc., a Colorado corporation ("Contributor"), and Walbro LLC, a Colorado limited liability company ("Company"). Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Contribution Agreement (as defined below).

WHEREAS, Contributor and Company are parties to that certain Contribution Agreement, dated as of the date hereof, by and among Contributor, Company and Gary Walsh (the "Contribution Agreement"); and

WHEREAS, under the terms of the Contribution Agreement, Contributor has conveyed, transferred and assigned to Company, among other assets, certain intellectual property of Contributor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, in consideration of the promises and mutual agreements set forth in the Contribution Agreement, the parties hereto hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contributor hereby irrevocably conveys, transfers and assigns to Company, and Company hereby accepts, all of Contributor's right, title and interest in and to the following (the "Assigned IP"):

(a) the patents and patent applications set forth on Schedule A hereto and all issuances, divisions, continuations, continuations in part, reissues, extensions, reexaminations and renewals thereof (the "Patents");

(b) the trademark registrations and applications set forth on Schedule B hereto and all issuances, extensions and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) all rights of any kind whatsoever of Contributor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Contributor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Company. Following the date hereof, upon Company's request, Contributor shall take such steps and actions, and provide such cooperation and assistance to Company and

its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Company, or any assignee or successor thereto.

3. Conflict with the Purchase Agreement. This IP Assignment is subject to and controlled by the terms of the Contribution Agreement, including all of the representations, warranties, covenants, indemnities and agreements set forth in the Contribution Agreement. In the event of a conflict between the terms and conditions of this IP Assignment and the terms and conditions of the Contribution Agreement, the terms and conditions of the Contribution Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this IP Assignment, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Contribution Agreement or the survival thereof.

4. Enforceability. If any provision of this IP Assignment or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

5. Governing Law. This IP Assignment shall be governed by and construed in accordance with the laws of the State of Colorado without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Colorado or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Colorado.

6. Entire Agreement. This IP Assignment and each of the documents expressly referred to herein embody the complete agreement and understanding among the parties hereto with respect to the subject matter hereof and supersede and preempt any prior understandings, agreements or representations by or among the parties hereto, written or oral, which may have related to the subject matter hereof in any way.

7. Amendment; Waiver. This IP Assignment may only be amended, modified or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this IP Assignment or, in the case of waiver, by the party or parties waiving compliance.

8. Counterparts. This IP Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This IP Assignment and any amendments hereto, to the extent signed and delivered by means of digital imaging and electronic mail or a facsimile machine, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

9. Headings. The section headings contained in this IP Assignment are inserted for convenience only and shall not affect in any way the meaning or interpretation of this IP Assignment.

10. No Third Party Beneficiaries. This IP Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this IP Assignment.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed as of the day and year first above written.

COMPANY:

WALBRO LLC

By: [Signature]
Name: GARY WALSH
Its: PRESIDENT

CONTRIBUTOR:

WALBRO, INC.

By: [Signature]
Name: GARY WALSH
Its: PRESIDENT

SCHEDULE A

PATENTS

1. U.S. Patent No. D730083 for "Orthopedic Seat Cover," issued May 26, 2015.

SCHEDULE B

TRADEMARKS

1. AUTO PEDIC – U.S. Trademark Registration No. 4492424
2. AUTOPEDIC (Stylized) – U.S. Trademark Registration No. 4776457
3. GT COVERS – U.S. Trademark Registration No. 2912714
4. PRECISIONFIT SEAT COVERS – U.S. Trademark Registration No. 3178748
5. GREAT COVERS – U.S. Trademark Registration No. 3377090
6. WETSKINZ – U.S. Trademark Registration No. 3329439
7. SADDLE GUARD – U.S. Trademark Registration No. 4990593