

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM466274

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
International Automotive Components Group North America, Inc.		09/15/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Auria Solutions UK I Ltd.		
Street Address:	One Fleet Place		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC4M 7WS		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4165002	INTERCEPT	
Serial Number:	87106952	REFINED RESILIENCE	
Registration Number:	3828823	SILENT SOLUTIONS	
Registration Number:	4026456	SILENT SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	4192559639		
<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:	4192555900		
Email:	docketing@mstfirm.com		
Correspondent Name:	MacMillan, Sobanski & Todd, LLC		
Address Line 1:	720 Water Street, One Maritime Plaza F		
Address Line 4:	Toledo, OHIO 43604		
NAME OF SUBMITTER:	Richard S. MacMillan		
SIGNATURE:	/Richard S. MacMillan/		
DATE SIGNED:	03/20/2018		
Total Attachments: 6			
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SCHEDULE 7
RECORDABLE TRADEMARK ASSIGNMENT

This RECORDABLE TRADEMARK ASSIGNMENT (this "Assignment") is made as of September 15, 2017 (the "Effective Date") by and between International Automotive Components Group North America, Inc., a Delaware corporation ("Assignor") and Auria Solutions UK I Ltd., an English private limited company ("Assignee"). Each of Assignor and Assignee are referred to as a "Party" and together as the "Parties".

WHEREAS, Assignor and Assignee have entered a certain Intellectual Property Transfer And License Agreement (the "Transaction Agreement"), pursuant to which Assignee has acquired certain assets of Assignor, including without limitation the Assigned Trademark Rights (defined below); and

WHEREAS, Assignor wishes to confirm, memorialize and record the assignment of the Assigned Trademark Rights to Assignee as set forth in the Transaction Agreement.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and in the Transaction Agreement, and for certain monetary consideration and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

5. Assignor does hereby confirm that it has irrevocably sold, transferred, assigned and delivered, and hereby does sell, transfer, assign and deliver unto Assignee, and Assignee hereby assumes and accepts, all of Assignor's worldwide rights, title, and interest in and to (a) the trademark registrations and trademark applications listed on Annex A hereto (provided that, with respect to the United States intent-to-use trademark applications listed on Schedule A hereto, the transfer of such applications, accompanies, pursuant to the Transaction Agreements, the transfer of Assignor's business to which the trademark pertains, and that business is ongoing and existing ; together with all registrations and applications for the foregoing; and all common law rights in the foregoing; (b) all issuances, extensions and renewals of the foregoing; (c) all rights to create new trademarks that incorporate the foregoing; (d) all rights to request, apply for, file and register the foregoing; (e) all the goodwill of the business connected with the use of and symbolized by the foregoing; (f) all defenses relating to or arising from any of the foregoing, and all rights of action arising from the foregoing, including without limitation all claims for damages by reason of present, past and future infringement, dilution or violation of the foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement, dilution or violation of the foregoing; and (g) all income, royalties and any other payments now and hereafter due and/or payable to Assignor in respect of the foregoing, in each case of (a) – (g), to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held as fully and entirely by Assignor had this assignment not been made (collectively, the "Assigned Trademark Rights").

Assignor hereby authorizes and requests the competent authorities including without limitation an official of the United States Patent and Trademark Office, an official of any non-U.S. governmental trademark office and an official of any intergovernmental organization, whose duty is to issue trademark registrations or other evidence or forms of intellectual property and/or industrial property protection on applications as aforesaid, to issue the same to the Assignee, its successors, and assigns, in accordance with the terms of this Assignment.


Assignor shall, and shall their respective officers, directors and employees to, promptly execute and deliver such documents, and do and perform such acts and things as Assignee, its legal representatives, its successors, and/or assigns may reasonably request to give effect to, document and record, perfect and enforce the assignment herein recited, including without limitation prompt production of pertinent facts and documents in its possession or under its control, giving of testimony, execution of papers, and other assistance all to the extent reasonably necessary or desirable for: (a) perfecting all right, title and interest herein conveyed; (b) prosecuting any applications herein conveyed; and (c) legal proceedings involving any trademark and any applications therefor, including without limitation opposition proceedings, infringement actions and court actions; provided, however, that the expense incurred by Assignor in providing such cooperation shall be paid for by Assignee.

This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed entirely within the State of New York, without regard to the conflicts of laws principles thereof. This Assignment may be executed in the original or by facsimile in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.


[Signature page follows.]

The Parties, by their authorized representatives, have executed this Recordable Trademark Assignment effective as of the Effective Date:

INTERNATIONAL AUTOMOTIVE
COMPONENTS GROUP NORTH
AMERICA, INC. ("ASSIGNOR")

By: 
Name: Janis N. Acosta
Title: Vice President and Secretary

AURIA SOLUTIONS UK I LTD.
("ASSIGNEE")

By: 
Name: Brian K. Pour
Title: Director

[Signature Page to Recordable Trademark Assignment]

TRADEMARK
REEL: 006294 FRAME: 0905

INDIVIDUAL ACKNOWLEDGMENT

State/commonwealth of Michigan

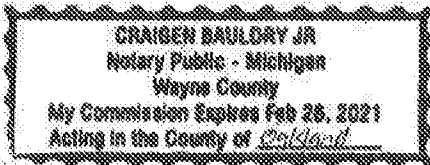
County of Oakland

On this the 11th day of September, 2017, before me

Craig Bauldry Jr., the undersigned Notary Public,

personally appeared Judy M. Acosta and Brian K. Poir, personally known to me or proved to me on

the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.



WITNESS my hand and office seal,

Craig Bauldry Jr.
Signature of Notary Public

OPTIONAL

Description of Attached Document:

Title or type of Document: _____

Document Date: _____

Number of Pages: _____

ANNEX A

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

SCHEDULE 5

Transferred Trademarks

Country	Trademark	Classes	Filing Number	Filing	Registration Number	Registration	Status	Registered Owners
United States	INTERCEPT	27	77/966779	24 Mar 2010	4165002	26 Jun 2012	Registered	International Automotive Components Group North America, Inc.
United States	Refined Resilience	12,27	87/106952	18 Jul 2016			Application Filed	International Automotive Components Group North America, Inc.
United States	SILENT SOLUTIONS	17	77/463938	02 May 2008	3828823	03 Aug 2010	Registered	International Automotive Components Group North America, Inc.
United States	SILENT SOLUTIONS (stylized and/or with design)	17	77/513848	02 Jul 2008	4026456	13 Sep 2011	Registered	International Automotive Components Group North America, Inc.