

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474835

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GST AUTOLEATHER, INC.		05/11/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GST ACQUISITION CORP.		
Street Address:	20 OAK HOLLOW DRIVE, SUITE 300		
City:	SOUTHFIELD		
State/Country:	MICHIGAN		
Postal Code:	48033		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	0789255	SETON	
Registration Number:	1681208	SETON	
Registration Number:	3863285	GST AUTOLEATHER	
Registration Number:	5199937	GST SETON AUTOLEATHER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	248-433-7677		
Email:	krusso@dickinsonwright.com		
Correspondent Name:	DICKINSON WRIGHT PLLC		
Address Line 1:	2600 W. BIG BEAVER RD., STE. 300		
Address Line 4:	TROY, MICHIGAN 48084		
NAME OF SUBMITTER:	ANDREA L. ARNDT		
SIGNATURE:	/ANDREA L. ARNDT/		
DATE SIGNED:	05/21/2018		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is entered into and shall be effective as of May 18, 2018 ("Effective Date") by and between GST AUTOLEATHER, INC., a Delaware corporation ("Assignor") and GST ACQUISITION CORP., a Delaware corporation having a place of business at 20 Oak Hollow Drive, Suite 300, Southfield, MI 48033 ("Assignee").

WHEREAS, Assignor and Assignee are parties to the following instruments (collectively "Agreements"):

Asset Purchase Agreement dated as of February 13, 2018 (the "Purchase Agreement"); and

Short Form IP Assignment (the "Exhibit D") effective on May 18, 2018.

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor any and all registered and unregistered Intellectual Property owned by any of the Seller Parties that is used in connection with or otherwise relating to the business of the Purchased Subsidiaries, including, but not limited to, (i) the patent set forth on Schedule A attached hereto (the "Patent") and (ii) the trademark registrations set forth on Schedule B attached hereto, together with the goodwill of the business associated therewith (the "Trademarks") (collectively, the "Assigned Intellectual Property").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, for itself and on behalf of all of the Seller Parties, hereby sells, assigns, transfers, and sets over to Assignee all right, title, and interest in and to the Assigned Intellectual Property, for the United States and for all other countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions, or foreign equivalents thereof, and including the subject matter of all claims which may be obtained therefrom, and all other corresponding rights that are or may be secured under the laws of the United States or any other country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Assigned Intellectual Property, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks and Patents.

Assignor shall take all reasonable actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney, or other documentation) requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the trademark rights assigned herein; (2) the preparation and prosecution of any applications covering the inventions assigned herein; (3) the prosecution or defense of any interference, opposition, reexamination, reissue, infringement, or other proceedings that may arise in connection with any of the rights assigned herein; (4) obtaining any additional protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (5) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

All capitalized terms that are not defined herein shall have the meaning assigned to them in the Agreements.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

GST AUTOLEATHER, INC.

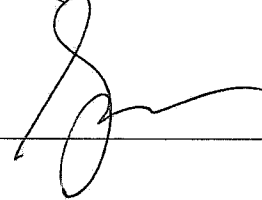
By: 

Name: STEPHEN JESKE

Title: SR VP SALES

Date: May 11, 2018

GST ACQUISITION CORP.


By: 

Name: PHILLIP J. REISE

Title: ASSR TREASURER, ASSR SECRETARY

Date: May 11, 2018

WITNESS

By: 

Name: BILL WALKER

Title: GLOBAL DIC. Compensation, DEVELOPMENT & HR COMPLIANCE

Address: 23033 HEATHERPADE WAY
NOVI, MI 48375

Date: 5/11/18

WITNESS

By: 

Name: MARYJANE HISLOP

Title: Creative Assistant

Address: 8205 Sequoia Lane
White Lake, MI 48386

Date: 5-11-18

TRADEMARK

REEL: 006333 FRAME: 0927

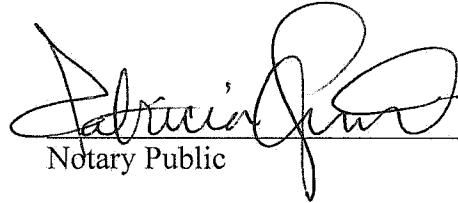
Notary Public

State Of Michigan

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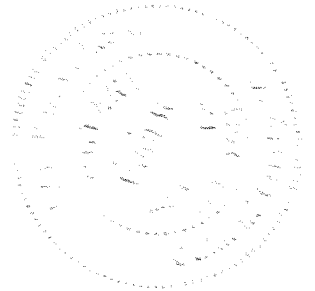
The foregoing instrument was acknowledged and sworn before me this 11th day of May, 2018, by STEPHEN JESKE, Authorized Representative of GST AUTOLEATHER, INC., on behalf of the corporation.



Notary Public

My Commission Expires:

March 19, 2021



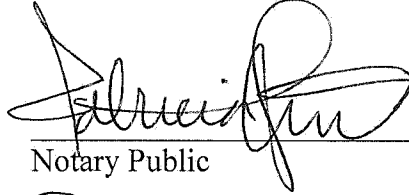
Notary Public

State Of Michigan

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The foregoing instrument was acknowledged and sworn before me this 11th day of May, 2018, by PHILLIP S REISE, Authorized Representative of GST ACQUISITION CORP., on behalf of the corporation.

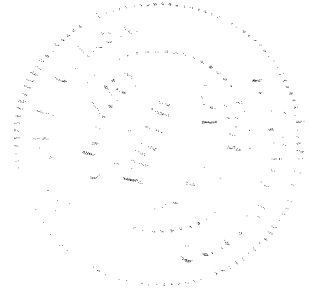


Notary Public

PATRICIA GURSKI

My Commission Expires:

March 19, 2021



TRADEMARK

REEL: 006333 FRAME: 0929

SCHEDULE A

Patent

COUNTRY	TITLE	APP. NO.	APP. DATE	REG. NO.	REG. DATE
MX	NATURAL GRAIN LEATHER	PA/a/2005/003952	10/10/2003	273524	01/20/2010

TRADEMARK

REEL: 006333 FRAME: 0930

SCHEDULE B**Trademarks**

COUNTRY	TITLE	APP. NO.	APP. DATE	REG. NO.	REG. DATE
AT	GST AUTOLEATHER & Design	1070684	02/15/2011	1070684	02/15/2011
AU	GST AUTOLEATHER & Design	1070684	02/15/2011	1418405	02/15/2011
BA	GST AUTOLEATHER & Design	1070684	02/15/2011	1070684	02/15/2011
BX	GST AUTOLEATHER & Design	1070684	02/15/2011	1070684	02/15/2011
CN	SETON & Design	4106414	06/07/2004	4106414	05/07/2009
CN	SETON	5076481	12/22/2005	5076481	09/28/2009
CN	SETON	5076482	12/22/2005	5076482	01/14/2009
CZ	GST AUTOLEATHER & Design	1070684	02/15/2011	1070684	02/15/2011
DE	SETON & Design	39801732.8	01/15/1998	39801732	04/01/1998
DE	GST AUTOLEATHER & Design	1070684	02/15/2011	1070684	02/15/2011
EM	SETON	004383683	05/09/2005	004383683	04/19/2006
EM	SETON & Design	004383691	05/09/2005	004383691	03/23/2006
ES	GST AUTOLEATHER & Design	1070684	02/15/2011	1070684	02/15/2011
FR	GST AUTOLEATHER & Design	1070684	02/15/2011	1070684	02/15/2011
GB	GST AUTOLEATHER & Design	1070684	02/15/2011	1070684	02/15/2011
HU	GST AUTOLEATHER & Design	1070684	02/15/2011	1070684	02/15/2011
IT	GST AUTOLEATHER & Design	1070684	02/15/2011	1070684	02/15/2011
JP	SETON AND DESIGN	1998-006876	01/29/1998	4282094	06/11/1999
JP	GST AUTOLEATHER & Design	1070684	02/15/2011	1070684	02/15/2011
KR	SETON & Design	40-1998-0001066	01/16/1998	400440256	02/01/1999
KR	GST SETON AUTOLEATHER & Design	40-2015-38493	05/26/2015	401154168	01/12/2016
MA	GST AUTOLEATHER & Design	1070684	02/15/2011	1070684	02/15/2011
MX	SETON	704972	03/02/2005	878501	04/26/2005
MX	SETON & Design	704973	03/02/2005	881571	05/13/2005
MX	GST AUTOLEATHER	1501227	06/30/2014	1483997	10/01/2014
RO	GST AUTOLEATHER & Design	1070684	02/15/2011	1070684	02/15/2011
RU	GST AUTOLEATHER & Design	1070684	02/15/2011	1070684	02/15/2011
US	SETON	72194321	05/26/1964	789255	05/11/1965
US	SETON & Design	74149379	03/19/1991	1681208	03/31/1992
US	GST AUTOLEATHER & Design	77942851	02/23/2010	3863285	10/19/2010
US	GST/SETON AUTOLEATHER & Design	87198412	10/10/2016	5199937	05/09/2017
VN	GST AUTOLEATHER & Design	1070684	02/15/2011	1070684	02/15/2011
WIPO	GST AUTOLEATHER & Design	1070684	02/15/2011	1070684	02/15/2011
ZA	SETON AND DESIGN	1998/00569	01/16/1998	199800569	08/02/2001

TRADEMARK**RECORDED: 05/21/2018****REEL: 006333 FRAME: 0931**