

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM472349

|   |  |                       |                             |
|---|--|-----------------------|-----------------------------|
| <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>          |
| Radiator Specialty Company  |  | 04/30/2018            | Corporation: NORTH CAROLINA |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                             |
| <b>Name:</b>  | Niteo Products, LLC                                |                       |                             |
| <b>Street Address:</b>  | 300 Crescent Court                                 |                       |                             |
| <b>Internal Address:</b>  | Suite 550  |                       |                             |
| <b>City:</b>  | Dallas   |                       |                             |
| <b>State/Country:</b>   | TEXAS  |                       |                             |
| <b>Postal Code:</b>   | 75201  |                       |                             |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE                |                       |                             |
| <b>PROPERTY NUMBERS Total: 9</b>  |  |                       |                             |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                             |
| <b>Registration Number:</b>   | 0721134  | CARB-MEDIC            |                             |
| <b>Registration Number:</b>   | 0769819  | INSTANT               |                             |
| <b>Registration Number:</b>   | 0922150  | LIQUID KOOL           |                             |
| <b>Registration Number:</b>   | 2192968  | MEDIC                 |                             |
| <b>Registration Number:</b>   | 4720706  | MOTOR MEDIC           |                             |
| <b>Registration Number:</b>   | 0685663  | RUST-RAIDER           |                             |
| <b>Registration Number:</b>   | 1440991  | THRUST                |                             |
| <b>Registration Number:</b>   | 0667950  | TRANSEAL              |                             |
| <b>Registration Number:</b>   | 0998893  | TRANS-FUSION          |                             |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                             |
| <b>Fax Number:</b>  |  |                       |                             |
| <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> |  |                       |                             |
| <b>Phone:</b>   | 9134515100   |                       |                             |
| <b>Email:</b>   | aquinn@lathropgage.com                             |                       |                             |
| <b>Correspondent Name:</b>  | Anna M. Quinn                                      |                       |                             |
| <b>Address Line 1:</b>  | 10851 Mastin Blvd.                                 |                       |                             |
| <b>Address Line 2:</b>  | Bldg. 82, Ste. 1000                                |                       |                             |

CH \$240.00 0721134

**Address Line 4:** Overland Park, KANSAS 66210-1669

**NAME OF SUBMITTER:** Anna M. Quinn

**SIGNATURE:** /Anna M. Quinn/

**DATE SIGNED:** 05/02/2018

**Total Attachments: 9**

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## **TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (this "Agreement"), dated as of April 30, 2018, is between Radiator Specialty Company, a North Carolina corporation ("Assignor"), and Niteo Products, LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are sometimes referred to herein collectively as the "Parties" and individually as a "Party".

WHEREAS, Assignor desires to sell, transfer, assign, convey, and deliver to Assignee all of its rights, title, and interest to, and Assignee desires to purchase and accept, all of Assignor's rights, title, and interest to each of the trademarks and service marks reflected on Exhibit A hereto (the "Marks");

NOW, THEREFORE, in consideration of the foregoing, the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Sale and Transfer of Marks.** In connection with the Asset Purchase Agreement, dated as of the date hereof, by and among Assignee and Assignor (the "Purchase Agreement"), Assignor hereby sells, transfers, assigns, and conveys to Assignee, and Assignee hereby purchases and accepts, all of Assignor's rights, title, and interest to the Marks, including (a) all of the goodwill of the business symbolized by the Marks, (b) all registrations obtained by Assignor for the Marks, including all extensions and renewals thereof, (c) the right to file any document to maintain the Marks and any associated registrations, (d) the right to sue for past, present and future infringement of the Marks, and (e) the right to collect and retain all income, royalties, damages, claims, and payments now or hereafter due or payable with respect to the Marks, and in and to all causes of action, either at law or in equity for past, present or future infringement of said Marks.

2. **Further Assurances.** Assignor and Assignee each agree that from and after the date of this Agreement, each of them will, and will cause their respective affiliates to, execute and deliver such further instruments of transfer and take such other action as may reasonably be requested by the other Party (at the expense of Assignee) to (a) carry out the purposes and intents of this Agreement so that the transfer of the Marks to Assignee is recorded, including, without limitation, by completion, signature, response email, online actions, notarization and/or filing of all documents necessary to record such sale and transfer and (b) assist Assignee, as reasonably necessary, in the maintainane and enforcement of Assignee's rights in the Marks.

3. **Governing Law; Jurisdiction.** This Agreement shall be governed by the Laws of the State of Delaware without regard to its choice of law rules. The provisions of Section 7.12 of the Purchase Agreement, including the provisions requiring arbitration, shall apply hereto as if fully incorporated herein, mutatis mutandis.

4. **Severability.** If any provision hereof is held to be illegal, invalid, or unenforceable, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance. Furthermore, in lieu of such illegal,

invalid, or unenforceable provision, there shall be added automatically as a part hereof a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

5. **Miscellaneous.** This Agreement (a) may be modified only by a writing signed by each Party, (b) may be executed in counterparts, (c) is binding on the Parties and their successors and permitted assigns, and (d) may not be assigned without the written consent of the non-assigning Party. There are no oral agreements between the Parties related to the subject matter hereof. Copies of signature page(s) to this Agreement that are faxed, or sent by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail, will be fully binding and enforceable without the need for delivery of any manually executed signature page(s). Any Exhibit referred to herein is incorporated by reference herein. The captions in this Agreement are for convenience of reference only and are not to be considered in interpreting this Agreement. Use of “herein,” “hereof,” “hereby,” or similar terms refer to this Agreement as a whole. The reference to any gender shall be construed to include the masculine, feminine, and neuter. Time is of the essence with respect to all of the obligations in this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

**ASSIGNOR:**

Radiator Specialty Company

By: \_\_\_\_\_

Name:

Title:

**ASSIGNEE:**

Niteo Products, LLC

By: \_\_\_\_\_

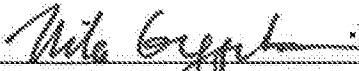
Name:

Title:

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

ASSIGNOR:

Radiator Specialty Company

By:   
Name: Michael Guggenheimer  
Title: President and Chief Executive Officer  
Officer

ASSIGNEE:

Niteo Products, LLC

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

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

**ASSIGNOR:**

Radiator Specialty Company


By: \_\_\_\_\_

Name:

Title:

**ASSIGNEE:**





Niteo Products, LLC

By:  \_\_\_\_\_


Name: Christopher McRorie

Title: Vice President, General Counsel & Secretary

**EXHIBIT A**

| Country                  | Mark  | Status     | Serial No Filing Date | Reg. No. Reg. Date   | Owner Agent                | Class/Description   | Action   |
|--------------------------|---|------------|-----------------------|----------------------|----------------------------|---|--|
| United States of America | CARB-MEDIC (and design)<br>    | Registered | 72499092 Nov 25, 1960 | 721134 Sep 5, 1961   | Radiator Specialty Company | 03 Fuel system and combustion chamber cleaner and conditioner.  | Renewal Deadline Sep 5, 2021   |
| United States of America | INSTANT (and design)<br>       | Registered | 72121750 Jun 9, 1961  | 769819 May 19, 1964  | Radiator Specialty Company | 04 Starting fluid for engines.  | Renewal Deadline May 19, 2024  |
| United States of America | LIQUID KOOL (stylized)<br>     | Registered | 72963198 Jun 19, 1970 | 822150 Oct 19, 1971  | Radiator Specialty Company | 01 Radiator coolant additive.   | Renewal Deadline Oct 19, 2021  |
| United States of America | MEDIC   | Registered | 76466234 Feb 12, 1959 | 2192968 Oct 6, 1958  | Radiator Specialty Company | 01 Chemical oil additives and chemical transmission fluid additives and chemical gasoline additives.  | Renewal Deadline Oct 6, 2019   |
| United States of America | MOTOR MEDIC (and design)<br> | Registered | 86993801 Apr 3, 2013  | 4720706 Apr 14, 2016 | Radiator Specialty Company | 01 Chemical engine treatments and additives for engine oils, gasoline and diesel fuels, transmission fluids and cooling systems; radiator additives to prevent rust; rust inhibitors for automobile cooling systems; chemical additives for enhancing the performance of lubricating oils, greases and internal combustion engine fuels; chemical preservatives for use as corrosion inhibitors for automobile bodies; various chemical additives, power steering fluid, brake fluid, windshield de-ice fluid; cleaning preparations, namely, cleaning and degreasing solvents for locks and heating systems and a combined cleaning compound, namely, a cleaning and degreasing solvent, and a rust inhibitor with chemical lubricant for water pumps; transmission fluid.<br>02 Cleaning and degreasing preparations, not used in manufacturing process, for concrete, metal, pump, small motors or engines, automobile and other mechanical engines, degreasing preparations for automotive engines; rust removing preparations; fuel system and combustion chamber cleaner and conditioner; battery terminal cleaners; brake cleaners; carburetor cleaners; electronic cleaners; cleaners for use on automotive parts and engine parts.<br>03 Penetrating oils; lubricating oils; all-purpose dry lubricants, lubricating greases; water pump lubricant and rust inhibitor penetrating oil; all purpose lubricants; wire drying lubricants for household, industrial and vehicular use; hydraulic lubricants for household, industrial and vehicular use; belt dressing for industrial and vehicular use. | Expiration of Use Deadline Apr 14, 2021<br>Renewal Deadline Apr 14, 2025 |



| United States of America | RUST-RACER   | Registered | 71879836<br>Jan 7, 1955   | 685663<br>Sep 22, 1950 | Radiator Specialty Company | 01 Cleaning compound for boilers and heating systems and a combined cleaning compound, rust inhibitor and lubricant for water pumps.  | Renewal Deadline<br>Sep 22, 2019 |
|--------------------------|--|------------|---------------------------|------------------------|----------------------------|---|----------------------------------|
| United States of America | THRUST   | Registered | 73829744<br>Nov 13, 1988  | 1440591<br>Jun 2, 1957 | Radiator Specialty Company | 04 Starting fluid for automotive engines.   | Renewal Deadline<br>Jun 2, 2027  |
| United States of America | TRANSEAL   | Registered | 72941815<br>Dec 5, 1957   | 667950<br>Oct 7, 1958  | Radiator Specialty Company | 01 Lubricant additive -- namely, automatic transmission sealer and conditioner.   | Renewal Deadline<br>Oct 7, 2016  |
| Country                  | Mark   | Status     | Serial No.<br>Filing Date | Reg. No.<br>Reg. Date  | Owner<br>Agent             | Class/Description   | Action                           |
| United States of America | TRANS-FUSION (and design)<br> | Registered | 73208391<br>Dec 19, 1973  | 286853<br>Nov 26, 1974 | Radiator Specialty Company | 01 Additive for automatic transmission fluids.  | Renewal Deadline<br>Nov 26, 2024 |
| Country                  | Mark   | Status     | Serial No.<br>Filing Date | Reg. No.<br>Reg. Date  | Owner                      | Class/Description   | Action                           |
| India                    | CARE-MEDIC   | Registered | 708372<br>May 23, 1996    | 706372<br>May 23, 1996 | Radiator Specialty Company | 03 Cleaning and degreasing compounds for automotive, industrial and household purposes; cleaning and degreasing preparations and decarbonizing preparations in liquid, aerosol and granular form for the use on or in the field of automotive engines or other gasoline or diesel powered internal combustion engines and on garage floors or other concrete or asphalt floors; detergents for the use on or in the field of concrete or asphalt floors; detergents for removing grease and oil from objects made of hard material or surfaces; varnish stripping or removing preparations; rust removing preparations; cleaning compound for boilers and heating systems and a combined cleaning compound, rust inhibitor and lubricant for water pumps; car wash and auto coating system cleanser; liquid cleaning compound for metal parts; hand cleanser; chemical solvent for use in cleaning electrical equipment, instruments, motors and for flammng enamels, varnishes and rubber cements; fuel systems and combustion chamber cleaner and conditioner; carburetor and choke cleaning preparations; lubricants; rust additives; oil additives, degreasers and cleansers. | Renewal Due<br>May 23, 2026      |
| Mexico                   | CARE-MEDIC   | Registered | 728642<br>Jul 16, 2005    | 938678<br>Nov 25, 2005 | Radiator Specialty Company | 03 Bleaching preparations and other substances for laundry use; cleaning, polishing, scouring, and abrasive preparations; soaps; perfumery; essential oils; cosmetics; hair lotions; dentifrices; and cleaning preparations for carburetors and combustion chambers.  | Renewal Due<br>Jul 16, 2025      |
| Peru                     | LIQUID KOOL  | Registered | 2710152006<br>Mar 5, 1996 | 25632<br>Mar 5, 1996   | Radiator Specialty Company | 01 Refrigerating preparations.  | Renewal Due<br>Mar 5, 2026       |

|                         |             |            |                            |                        |                               |    |   |             |                 |
|-------------------------|-------------|------------|----------------------------|------------------------|-------------------------------|----|---|-------------|-----------------|
| Peru                    | MOTOR MEDIC | Registered | 2619852605<br>May 15, 1985 | 21799<br>Dec 15, 1995  | Radiator Specialty<br>Company | 04 | Oils, lubricants, non-chemical<br>additives to motor fuel, and other<br>goods.  | Renewal Due | Dec 15,<br>2025 |
| Russian<br>Federation   | CARB MEDIC  | Registered | 98730977<br>Jan 6, 1998    | 185392<br>Jan 6, 1998  | Radiator Specialty<br>Company | 03 | Cleaning preparations, polishing,<br>degreasing and abrasive processing<br>engines vehicles and parts to these.   | Renewal Due | Jan 6,<br>2028  |
| Russian<br>Federation   | MOTOR MEDIC | Registered | 98730975<br>Jan 6, 1998    | 191043<br>Jul 18, 2000 | Radiator Specialty<br>Company | 03 | Cleaning preparations, polishing,<br>degreasing and abrasive processing<br>engines vehicles and parts to these.   | Renewal Due | Jan 6,<br>2028  |
| United Arab<br>Emirates | MOTOR MEDIC | Pending    | 262162<br>Oct 26, 2016     |                        | Radiator Specialty<br>Company | 01 | Chemicals used in industry, science<br>and photography, as well as in<br>agriculture, horticulture and forestry;<br>unprocessed artificial resins,<br>unprocessed plastics, manures; fire<br>retardant compositions;<br>tempering and soldering<br>preparations; chemical substances<br>for creosoting woodstuffs; tanning<br>substances; adhesives used in<br>industry; chemical engine treatments<br>and additives for engine oils,<br>gasoline and diesel fuels;<br>transmission fluids and cooling<br>systems; radiator additives to prevent<br>rust; automobile cooling leak<br>sealants; rust inhibitors for<br>automobile cooling systems;<br>chemical additives for enhancing the<br>performance of lubricating oils,<br>greases and internal combustion<br>engine oils; chemical preservatives<br>for use as corrosion inhibitors on<br>automobile exhaust systems;<br>antifreeze; chemical preparation<br>used to prevent and remove stripped<br>screws, bolts, and fasteners; solvents<br>for industrial and commercial use;<br>detergents for industrial use; fire<br>sealing compounds; power steering<br>fluid; brake fluid; windshield deicer<br>fluids. |             |                 |
| United Arab<br>Emirates | MOTOR MEDIC | Pending    | 262163<br>Oct 26, 2016     |                        | Radiator Specialty<br>Company | 03 | Bleaching preparations and other<br>substances for laundry use; cleaning,<br>polishing, scouring and abrasive<br>preparations; soaps; perfumery;<br>essential oils, cosmetics, hair lotions;<br>dentifrices; cleaning and degreasing<br>compounds for industrial and<br>household purposes; cleaning and<br>degreasing compounds, not used in<br>manufacturing process, for concrete,<br>metal, pumps, small motors or<br>engines, automobile and other<br>mechanical engines; paint and<br>varnish stripping or removing<br>preparations; hand cleaning<br>preparations; detergents for<br>household use; rust removing<br>preparations; spray cleaners for<br>industrial and household applications<br>such as stain removal and removal of<br>many types of organic and<br>hydrocarbon-based materials;<br>shining preparations; carpet cleaners<br>with deodorizer; shining preparations.   |             |                 |

|                       |             |         |                        |                            |    |   |
|-----------------------|-------------|---------|------------------------|----------------------------|----|---|
| United Arab Emirates. | MOTOR MEDIC | Pending | 262104<br>Oct 28, 2018 | Radiator Specialty Company | 04 | <p>industrial oils and greases; lubricants; dust absorbing, wetting and binding compositions; fuels (including motor spirit) and illuminants; candles and wicks for lighting; non-chemical engine treatments and additives for engine oils, gasoline and diesel fuels; transmission fluids and cooling systems; penetrating oils; lubricating oils; all-purpose dry lubricants; lubricating greases, white lithium greases for industrial and residential uses; chain lubricants and all-purpose silicone spray lubricants; automotive lubricants; automobile lubricants; industrial lubricants; lubricants for household applications; lubricating oil additives; starting fluid for automotive engines and other internal combustion engines; lubricating grease for gears for industrial machinery and vehicles; water pump lubricant and rust inhibitor; penetrating oil; fuel oil additive and rubber lubricant; lubricant and sealer for power steering; household lubricating oil; lubricant additive, namely automatic transmission sealer and conditioner.</p> |
|-----------------------|-------------|---------|------------------------|----------------------------|----|---|