

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM483334

<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>
Sonnax Industries, Inc.		03/30/2018	Corporation: VERMONT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sonnax Transmission Company		
<b>Street Address:</b>	1 Automatic Drive, P.O. Box 440		
<b>City:</b>	Bellows Falls		
<b>State/Country:</b>	VERMONT		
<b>Postal Code:</b>	05101-0440		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2591758	SI SONNAX	
<b>Registration Number:</b>	4278783	SMARTSHELL	
<b>Registration Number:</b>	4386415	SMART-TECH	
<b>Registration Number:</b>	2930222	SONNAFLOW	
<b>Registration Number:</b>	3806056	SONNAX	
<b>Registration Number:</b>	2606066	THE SURE CURE	
<b>Registration Number:</b>	3549020	TIME TESTED INDUSTRY TRUSTED	
<b>Registration Number:</b>	4197605	ZIP KIT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8028627512		
<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>	802-863-2375		
<b>Email:</b>	tmip@drm.com		
<b>Correspondent Name:</b>	Lawrence H. Meier		
<b>Address Line 1:</b>	199 Main Street, P.O. Box 190		
<b>Address Line 4:</b>	Burlington, VERMONT 05402-0190		
<b>NAME OF SUBMITTER:</b>	Lawrence H. Meier		
<b>SIGNATURE:</b>	/Lawrence H. Meier/		

OP \$215.00 2591758

<b>DATE SIGNED:</b>	07/25/2018
---------------------	------------

**Total Attachments: 12**

- source=SonnaxAssignment#page1.tif
- source=SonnaxAssignment#page2.tif
- source=SonnaxAssignment#page3.tif
- source=SonnaxAssignment#page4.tif
- source=SonnaxAssignment#page5.tif
- source=SonnaxAssignment#page6.tif
- source=SonnaxAssignment#page7.tif
- source=SonnaxAssignment#page8.tif
- source=SonnaxAssignment#page9.tif
- source=SonnaxAssignment#page10.tif
- source=SonnaxAssignment#page11.tif
- source=SonnaxAssignment#page12.tif

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), effective as of March 30, 2018, is by and between **Sonnax Industries, Inc.**, a Vermont corporation ("Assignor"), and **Sonnax Transmission Company**, a Delaware corporation ("Assignee").

**WHEREAS**, under the terms of that certain Asset Sale and Purchase Agreement, dated as of March 30, 2018, by and between Assignor and Assignee (the "Purchase Agreement"), Assignor conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor,

**WHEREAS**, Assignor has agreed to execute and deliver this IP Assignment in connection with Purchase Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned IP")

a. all (i) patents and patent applications set forth on Schedule 1 attached hereto; (ii) patents that may issue from or claim priority with respect to any of the patent applications set forth on Schedule 1; (iii) patents that may issue from any continuation, continuation in part or divisional application that has priority based upon any of the patents or patent applications set forth on Schedule 1; (iv) reissues, renewals, substitutions, reexaminations and extensions of any of the patents described in (i), (ii) or (iii) above; and (v) foreign patents corresponding to any of the patents described in (i), (ii), (iii) or (iv) above (the "Patents");

b. the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the Assignor's business connected with the use of, and symbolized by, the Trademarks;

c. the copyright registrations and applications for registration set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof (the "Copyrights"); and

d. all rights of action, powers and benefits accrued thereto, including all actions and rights to sue for and/or initiate proceedings in law or in equity for past or future infringement or any other impairment of the Assigned IP and the right to receive all proceeds and damages therefrom.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee.

3. Miscellaneous.

a. Successors and Assigns. This Agreement and all covenants and agreements contained herein as well as all other documents provided for herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and nothing in this Agreement express or implied, is intended to confer upon any other person or entity and rights or remedies of any nature.

b. Governing Law. This Agreement will be governed, construed and interpreted in accordance with the laws and decisions of the State of Illinois without regard to conflict of law principles that would require the law of another state or jurisdiction be applied. Assignor and Assignee each irrevocably agrees, consents and submits to the non-exclusive jurisdiction of the Circuit Court and the United States District Court for the Northern District of Illinois and each waive their respective right to transfer or change the venue of any litigation filed in the Circuit Court of Cook County, Illinois or the United States District Court for the Northern District of Illinois.

c. Incorporation of Purchase Agreement. Notwithstanding anything herein to the contrary, this Agreement is subject to the terms and conditions of the Purchase Agreement, which are incorporated into this Agreement by this reference, and shall be binding upon Assignor and Assignee, and their respective successors and assigns. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

d. Counterparts. This Agreement may be executed in multiple counterparts, with the same effect as if the signatures to each counterpart were set forth upon a single document.

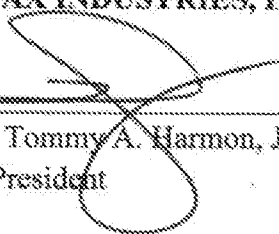
e. Amendments. No waiver, modification or change of any of the provisions of this Agreement shall be valid unless in writing signed by the party hereto against whom such claimed waiver, modification or change is sought to be enforced.

*[Signature pages follow]*

IN WITNESS WHEREOF, the undersigned has caused this IP Assignment to be executed by its duly authorized officer as of the date set forth above.

Assignor:

SONNAX INDUSTRIES, INC.

By:   
Name: Tommy A. Harmon, Jr.  
Title: President

State of VERMONT ss.  
County of WINDHAM

At BELOWS FALLS, as of this 23<sup>RD</sup> day of JULY, 2018, Tommy A. Harmon, Jr., President of Sonnax Industries, Inc. personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of Sonnax Industries, Inc.

Before me,

  
Notary Public

My Commission Expires: 02/10/19

IN WITNESS WHEREOF, the undersigned has caused this IP Assignment to be executed by its duly authorized officer as of the date set forth above.

Assignee:

SONNAX TRANSMISSION COMPANY

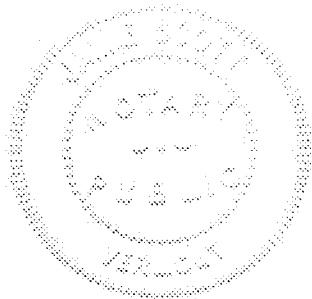
By: SKB  
Name: Steven K Boyer  
Title: President

State of VERMONT ss.  
County of WINDHAM

At BELOW'S FALLS, as of this 25<sup>TH</sup> day of JULY, 2018,  
STEVEN K. BOYER PRESIDENT of Sonnax Transmission Company personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of Sonnax Transmission Company.

Before me,

JAMIE SCOTT  
Notary Public  
My Commission Expires: 02/10/19



Schedule 1

Patents

Title	Registered Owner	Country	Application No./Patent No.	Filed / Issued
Methods and Devices for Remanufacturing Solenoid Valves	Sonnax Industries, Inc.	CN	201510646980.7	10/8/2015
Clutch Apply Piston Assembly For Automotive Transmissions	Sonnax Industries, Inc.	US	14/965,490	12/10/2015
Automatic Transmission Piston With Supported Servo Pin	Sonnax Industries, Inc.	US	14/964,170	12/9/2015
Transmission Valve Bodies and Methods and Kits For Modifying Transmission Valve Bodies	Sonnax Industries, Inc.	US	15/054,211	2/26/2016
Devices and Methods For Increasing The Strength Of An Automotive Transmission	Sonnax Industries, Inc.	US	15/424,361	2/3/2017
Devices and Methods For Increasing The Strength Of An Automotive Transmission	Sonnax Industries, Inc.	CA	2,957,026	2/3/2017
Methods and Apparatuses for Clutch Assembly Performance Enhancement	Sonnax Industries, Inc.	US	15/177,035	6/8/2016
Servo With Increased Release Force	Sonnax Industries, Inc.	US	15/639,884	6/30/2017
Torque Converters and Methods and Devices For Rebuilding Torque Converters	Sonnax Industries, Inc.	US	15/860,954	1/3/2018

Title	Registered Owner	Country	Application No./Patent No.	Filed / Issued
Methods for Increasing the Strength of an Automobile Transmission and Kits and Replacement Components for the Same	Sonnax Industries, Inc.	US	15/793,462	10/25/2017
Automatic Transmission Input Shaft and Stator Support Subassembly	Sonnax Industries, Inc.	US	62/573,947	10/18/2017
Oil Pump Anti-Wear Plate For Transfer Case and Method of Use	Sonnax Industries, Inc.	US	8,024,859	9/27/2011
Valve Body Fluid Rerouting System	Sonnax Industries, Inc.	US	8,919,381	12/30/2014
Torque Converter Race Kit	Sonnax Industries, Inc.	US	7,565,958	7/28/2009
Internal Bypass Filtration Circuit	Sonnax Industries, Inc.	US	8,486,277	7/16/2013
Universal Jig/Work Holding Fixture and Method of Use	Sonnax Industries, Inc.	US	7,220,085	5/22/2007
Universal Jig/Work Holding Fixture and Method of Use	Sonnax Industries, Inc.	US	7,771,144	8/10/2010
Replacement Torque Converter Cover Assembly	Sonnax Industries, Inc.	US	7,717,244	5/18/2010
Bypass Apparatus For Automatic Transmission Fluid Cooler and Method of Use	Sonnax Industries, Inc.	US	8,469,151	6/25/2013
Intermediate Shaft Assembly	Sonnax Industries, Inc.	US	6,875,111	4/5/2005
Intermediate Shaft Assembly	Sonnax Industries, Inc.	US	7,285,052	10/23/2007
Overdrive Piston Retainer	Sonnax Industries, Inc.	US	6,810,771	11/2/2004
Manual Valve For Automatic Transmission	Sonnax Industries, Inc.	US	6,689,007	2/10/2004
Lube Regulated Pressure Regulator Valve	Sonnax Industries, Inc.	US	6,712,726	3/30/2004



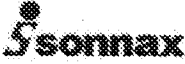
Title	Registered Owner	Country	Application No./Patent No.	Filed / Issued
High Performance Clutch Pack For Transmission	Sonnax Industries, Inc.	US	6,920,970	7/26/2005
High Performance Clutch Pack Assembly For Powerglide Transmission	Sonnax Industries, Inc.	US	7,204,357	4/17/2007
Self-Regulating Reverse Boost Valve Assembly	Sonnax Industries, Inc.	US	6,776,736	8/17/2004
Line-To-Lube Pressure Regulator Valve Assembly	Sonnax Industries, Inc.	US	7,351,176	4/1/2008
Pressure Regulator Valve Assembly	Sonnax Industries, Inc.	US	6,826,908	12/7/2004
Replacement Accumulator Plate and Method of Use	Sonnax Industries, Inc.	US	7,886,416	2/15/2011
High Performance Intermediate Servo Assembly	Sonnax Industries, Inc.	US	6,907,974	6/21/2005
High Performance Intermediate Servo Assembly and Method of Use	Sonnax Industries, Inc.	US	7,047,611	5/23/2006
Pressure Regulator Valve	Sonnax Industries, Inc.	US	6,543,472	4/8/2003
Pressure Regulator Valve	Sonnax Industries, Inc.	US	6,585,002	7/1/2003
Torque Converter Clutch Regulator Valve Assembly and Method of Installation	Sonnax Industries, Inc.	US	6,990,996	1/31/2006
Torque Converter Clutch Regulator Valve Assembly and Method of Installation	Sonnax Industries, Inc.	US	7,104,273	9/12/2006
Actuator Feed Limit Valve Assembly	Sonnax Industries, Inc.	US	6,634,377	10/21/2003
Reverse Boost Valve Assembly	Sonnax Industries, Inc.	US	6,619,323	9/16/2003
Pinless Accumulator Piston	Sonnax Industries, Inc.	US	6,899,211	5/31/2005
Torque Converter Clutch Apply Valve	Sonnax Industries, Inc.	US	7,100,753	9/5/2006
Torque Converter Clutch Apply Valve	Sonnax Industries, Inc.	US	6,832,671	12/21/2004
1-2 Shift Valve Assembly	Sonnax Industries, Inc.	US	6,793,601	9/21/2004

Title	Registered Owner	Country	Application No./Patent No.	Filed / Issued
Torque Converter Clutch Regulator Valve Assembly	Sonnax Industries, Inc.	US	6,793,053	9/21/2004
Boost Valve Assembly	Sonnax Industries, Inc.	US	6,832,632	12/21/2004
Replacement Solenoid Switch Valve Assembly	Sonnax Industries, Inc.	US	7,001,300	2/21/2006
Forward Clutch Control Valve Assembly	Sonnax Industries, Inc.	US	6,736,747	5/18/2004
Pump Drive Shaft With Internal Flow Tube and Method of Installation	Sonnax Industries, Inc.	US	7,114,331	10/3/2006
Heavy-Duty Cover For Torque Converter	Sonnax Industries, Inc.	US	7,296,666	11/20/2007
High Performance Sprag Clutch Assembly	Sonnax Industries, Inc.	US	6,902,046	6/7/2005
Universal Multiple Torque Converter Clutch System and Method of Use	Sonnax Industries, Inc.	US	7,770,704	8/10/2010
Low Clearance Machined Part Mating System	Sonnax Industries, Inc.	US	8,307,528	11/13/2012
Low Clearance Machined Part Mating System	Sonnax Industries, Inc.	US	8,707,573	4/29/2014
Apparatus and Method For Limiting Torque Transmitted by Elongate Driving and Driven Members	Sonnax Industries, Inc.	US	8,366,556	2/5/2013
Axial Thrust Load Redistribution System and Method For an Automotive Transmission	Sonnax Industries, Inc.	US	8,337,356	12/25/2012
Apparatus and Method For Increasing Transmission Line Fluid Pressure	Sonnax Industries, Inc.	US	8,275,530	9/25/2012
Transmission Shifting Assembly and Methods	Sonnax Industries, Inc.	US	9,382,924	7/5/2016
Automatic Transmission Fluid Accumulator Replacement Assembly	Sonnax Industries, Inc.	US	8,794,108	8/5/2014
Clutch Assembly Performance Enhancement Apparatus and Method	Sonnax Industries, Inc.	US	8,857,592	10/14/2014

Title	Registered Owner	Country	Application No./Patent No.	Filed / Issued
Valve Piston Body	Sonnax Industries, Inc.	US	D755,250	5/3/2016
High Torque Capacity Reverse Clutch	Sonnax Industries, Inc.	US	8,998,768	4/7/2015
Multiple Pressure Ratio Valve Assembly	Sonnax Industries, Inc.	US	8,955,533	2/17/2015
Multiple-Ratio Boost Valve	Sonnax Industries, Inc.	US	9,447,871	9/20/2016
Ring Gear Stabilization For Powerglide Transmissions	Sonnax Industries, Inc.	US	9,574,653	2/21/2017
Replacement Forward Drum and Method In Certain Automatic Transmissions	Sonnax Industries, Inc.	US	9,562,573	2/7/2017
Spool Valve Assembly With Stationary Insert	Sonnax Industries, Inc.	US	9,746,089	8/29/2017
Seal Installation Tool	Sonnax Industries, Inc.	US	D784,101	4/18/2017
Remanufacturing Solenoid Valves and Devices For Remanufacturing Solenoid Valves	Sonnax Industries, Inc.	US	9,851,003	12/26/2017

Schedule 2

Trademarks

Mark	Country	International Class	Registration No.	Registration Date
SI SONNAX & Design 	United States	12	2591758	July 9, 2002
SMARTSHELL	United States	12	4278783	January 22, 2013
SMART-TECH	United States	12	4386415	August 20, 2013
SONNAFLOW	United States	09	2930222	March 8, 2005
SONNAX	International Registration  Extensions of Protection to: Australia China European Union Iceland Japan South Korea Norway Russia Switzerland Turkey (Class 12 only) Ukraine	07, 12	1036925	March 9, 2010
SONNAX	Mexico	12	1196336	January 12, 2011
SONNAX	United States	07, 12	3806056	June 22, 2010
THE SURE CURE	United States	12	2606066	August 6, 2002
TIME TESTED INDUSTRY TRUSTED	United States	12	3549020	December 23, 2008
ZIP KIT	United States	12	4197605	August 28, 2012

Schedule 3

Copyrights

Copyright Registrations of Sonnax Industries, Inc.		
Title	Copyright Number	Date
AOD-E transmission reconditioning kit	TX0005745909	2002
AXOD-E transmission reconditioning kit	TX0005943175	2004
Especialidades de transmission--no. 3	TX0006256794	2004
Especialidades de transmission : no. 1	TX0005461957	2001
Especialidades de transmission : no. 2, 2002	TX0005704193	2002
Sonnaflow technical manual : v. 1	TX0005574981	2002
Sonnax 4L60 (700-R4) : sure cure instructions	TX0005617160	2002
Sonnax 4L60-E	TX0005492831	2001
Sonnax diagnostic guide : identifying and solving transmission complaints	TX0006085789	2004
Sonnax performance	VA0001148819	2000
Sonnax torque converter parts catalog, 2003	TX0005817428	2003
Suplemento del catalogo de partes de convertidor, 2003	TX0005757343	2003
Supplement to transmission specialties catalog : [vol.] 3	TX0005446558	2000
Sure Cure 4ITE (A604) transmission reconditioning kit	TX0005792922	2002
Sure Cure 46/47RH/RE transmission reconditioning kit	TX0005745121	2002
Sure Cure from Sonnax 4T60-E transmission reconditioning kit	TX0005745120	2002
Torque converter parts catalog 2000	TX0005550622	2000
Transmission reconditioning kit : the SureCure from Sonnax 4T60-E	TX0005718452	2002

Copyright Registrations of Sonnax Industries, Inc.

Title	Copyright Number	Date
Transmission specialties catalog : vol. 3	TX0005491424	2000
Transmission specialties catalog : vol. 6	TX0006256515	2005
Transmission Specialties Catalog Volume 7.	TX0006901621	2007
Transmission specialties : vol. 4, spring 2001	TX0005447024	2001
Transmission specialties : vol. 4, suppl. 2003	TX0005703741	2002
Transmission specialties : vol. 5	TX0005868860	2003

18243921.3