

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM484299

<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>
IMPCO Technologies, Inc.		05/31/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EMPCO, LLC		
<b>Street Address:</b>	5757 Farinon Drive		
<b>City:</b>	San Antonio		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78249		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4042256	4	
<b>Registration Number:</b>	2382603	BEAM	
<b>Registration Number:</b>	2448380	BEAM GARRETSON	
<b>Registration Number:</b>	3987474	BEAM GARRETSON	
<b>Registration Number:</b>	3475787	CHOICE FUEL	
<b>Registration Number:</b>	2443889	GARRETSON	
<b>Registration Number:</b>	2360064	IMPCO	
<b>Registration Number:</b>	1146396	IMPCO	
<b>Registration Number:</b>	1418216	IMPCO	
<b>Registration Number:</b>	4028992	IMPCO ENGINE SYSTEMS	
<b>Registration Number:</b>	1469600	IMPCO	
<b>Registration Number:</b>	3995470	IMPCO	
<b>Registration Number:</b>	2529524	SPECTRUM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2102448944		
<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>	2102448844		
<b>Email:</b>	wquirk@rpsalaw.com		

OP \$340.00 4042256

**Correspondent Name:** William H. Quirk  
**Address Line 1:** 755 E. Mulberry Ave., Suite 200  
**Address Line 4:** San Antonio, TEXAS 78212

**NAME OF SUBMITTER:** WILLIAM H. QUIRK

**SIGNATURE:** /William H. Quirk/

**DATE SIGNED:** 08/01/2018

**Total Attachments: 5**

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*Execution Version*

### **ASSIGNMENT OF TRADEMARKS**

**THIS ASSIGNMENT OF TRADEMARKS** (this "Assignment"), dated as of May 31, 2017, is by and between IMPCO Technologies, Inc., a Delaware corporation (the "Assignor"), and Empco, LLC, a Texas limited liability company (the "Assignee"), and is entered into pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of May 29, 2017 (the "Purchase Agreement"), by and among the Assignor, an affiliate of the Assignor and the Assignee. Capitalized terms not otherwise defined in this Assignment will have the meanings given to such terms in the Purchase Agreement.

**WHEREAS**, the Assignor is the owner of, or has registered or filed applications for, each of the trademarks shown on Exhibit A to this Assignment (collectively, the "Trademarks"); and

**WHEREAS**, by this Assignment, and pursuant to Section 4.2(f) and Section 4.3(d) of the Purchase Agreement, the Assignor desires to transfer and assign to the Assignee, and the Assignee desires to receive and assume from the Assignor, each of the Trademarks and all of the Assignor's worldwide right, title and interest in, to and under the Trademarks, pursuant to the terms of, and in consummation of the transactions contemplated by, the Purchase Agreement;

**NOW, THEREFORE**, subject to the terms and conditions of the Purchase Agreement and for the consideration set forth therein, the receipt and sufficiency of which are hereby acknowledged, the undersigned Assignor, by these presents, does hereby transfer and assign unto the Assignee and its successors and assigns, to have and to hold forever, all of the Assignor's right, title and interest in, to and under the Trademarks, together with (i) the goodwill of the business connected with and symbolized by each such Trademark or to which the Trademarks pertain, (ii) the entire right, title, and interest in, to and under any and all applications for and registrations of the Trademarks heretofore granted or applied for, as well as any and all common law rights of priority and protection of the Trademarks under applicable Laws in the United States and in any state thereof and in any country throughout the world, (iii) all income, royalties and payments now or hereafter receivable in respect of the Trademarks, (iv) all claims, causes of action, choses in action, rights of recovery and rights of set-off of any kind with respect to the Trademarks (including rights to sue for and all remedies, damages and payments for past, present or future infringement or misappropriation or dilution of the Trademarks) and (v) all rights to license, sublicense, reissue, abandon and otherwise dedicate to the public any or all of the Trademarks (collectively, the "Trademark Rights"), free and clear of all Encumbrances (other than Permitted Encumbrances).

Effectiveness. This Assignment will be effective as of 11:59 p.m., Central Time, on May 31, 2017 (the "Effective Time").

Further Assurances. From time to time after the Effective Time, and without further consideration, but at the cost of the Assignee, the Assignor covenants and agrees that it will provide, execute and/or deliver to the Assignee such documents and instruments, and take such other actions, as the Assignee or its counsel may reasonably request in order to evidence or effect the transfer and assignment of the Trademarks and the Trademark Rights by the Assignor to the Assignee, to record or memorialize such transfer and assignment in the United States or any state thereof or any country throughout the world, as applicable, to vest all of the Assignor's right, title and interest in, to and under the Trademarks and the Trademark Rights in the Assignee or to maintain, preserve or enforce the rights of the Assignee in the Trademarks and the Trademark Rights. Without limiting the generality of the foregoing, the Assignor does hereby expressly agree that the Assignee may singly, and without assistance or consent from the Assignor, undertake procedures to record the transfer of the Trademarks to the Assignee with the United States Patent and Trademark Office or other applicable agency or governmental entity and to terminate any powers of attorney previously granted by the Assignor with respect to the Trademarks.

Recordation. The Assignor hereby requests the U.S. Commissioners of Patents and Trademarks and/or the applicable state or foreign authorities to record this Assignment as to the assigned Trademarks herein referred to.

Severability. It is understood that any finding of invalidity of any assignment of any Trademark or Trademark Rights effected by this Assignment shall not affect the assignment of any other assigned Trademark or Trademark Rights.

Binding Effect. This Assignment will be binding upon and will inure to the benefit of the parties to this Assignment and their respective successors and assigns. Except for the parties to this Assignment and their respective successors and assigns, no person or entity is or will be entitled to bring any action to enforce any provision of this Assignment against either of the parties.

Conflicts. This Assignment is executed and delivered pursuant to the Purchase Agreement. This Assignment may not be deemed to supersede, defeat, limit, alter, impair, enhance or enlarge any right, obligation, claim or remedy created by the Purchase Agreement, and in the event of any conflict between this Assignment and the Purchase Agreement, the Purchase Agreement will control.

Governing Law. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF OR ANY OTHER PRINCIPLE THAT COULD RESULT IN THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

Drafting. Neither this Assignment nor any provision contained in this Assignment shall be interpreted in favor of or against any party to this Assignment because such party or its legal counsel drafted this Assignment or such provision.


Counterparts. This Assignment may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute but a single instrument.

**[Remainder of this page intentionally left blank]**

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment of Trademarks as of the date first set forth above.

**ASSIGNOR:**

**IMPCO TECHNOLOGIES, INC.**, a Delaware corporation

By: 

Name: Ashoka Achuthan

Title: Secretary

**ASSIGNEE:**

**EMPCO, LLC**, a Texas limited liability company

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

Name:

Title:

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment of Trademarks as of the date first set forth above.

**ASSIGNOR:**

IMPCO TECHNOLOGIES, INC., a Delaware corporation

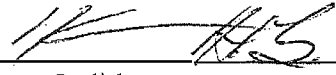
By: \_\_\_\_\_

Name:

Title:

**ASSIGNEE:**

EMPCO, LLC, a Texas limited liability company

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

Name: Kennon Guglielmo

Title: President

*Signature Page to Assignment of Trademarks*

**Exhibit A****Trademark Registrations and Applications**

Class	Trademark	Registration Number	Application Number	Location	Status of Registration(R)/ Application(A)	Registration Date
7	IMPCO	84002758	84002758	Malaysia	(R) Active	Jun 18, 1984
7	IMPCO	2490654	3001709	Argentina	(R) Active	Feb 17, 2012
7	IMPCO	335232	335232	Australia	(R) Active	Jul 12, 1979
7	IMPCO	TMA264865	0444980	Canada	(R) Active	Dec 11, 1981
7	IMPCO	904425	473026	Chile	(R) Active	Oct 02, 2000
16	IMPCO	3226080	3226080	China	(R) Active	Oct 14, 2003
25	IMPCO	3226082	3226082	China	(R) Active	Jan 14, 2004
7	IMPCO	3226081	3226081	China	(R) Active	Nov 28, 2007
7, 35, 42	IMPCO	005172424	005172424	European Community	(R) Active	Jun 27, 2007
7	IMPCO	860853	860853	India	(R) Active	Jun 14, 1999
25	IMPCO	860854	860854	India	(R) Active	Jun 14, 1999
25	IMPCO	461977	D99134	Indonesia	(R) Active	Jan 15, 2001
7	IMPCO	IDM000296628	D00.2009.031338	Indonesia	(R) Active	Mar 08, 2011
41	IMPCO	IDM000310156	J00.2009.031340	Indonesia	(R) Active	Jun 17, 2011
12	IMPCO	326329	238341	Mexico	(R) Active	Jun 11, 1987
7	IMPCO	128809	128809	New Zealand	(R) Active	Jul 13, 1979
9	"4" with Crescent designs	4042256	76/701802	U.S.A	(R) Active	Oct 18, 2011
7	BEAM	2382603	75/663033	U.S.A	(R) Active	Sep 05, 2000
7,9	BEAM GARRETSON	2448380	75/757187	U.S.A	(R) Active	May 01, 2001
7	BEAM GARRETSON & Design	3987474	76/702997	U.S.A	(R) Active	Jul 05, 2011
7	CHOICE FUEL	3475787	77/350606	U.S.A	(R) Active	Jul 29, 2008
7	GARRETSON	2443889	75/758809	U.S.A	(R) Active	Apr 17, 2001
7, 16, 25	IMPCO	2360064	75/748546	U.S.A	(R) Active	Jun 20, 2000
7	IMPCO	1146396	73/222479	U.S.A	(R) Active	Jan 27, 1981
9	IMPCO	1418216	73/563138	U.S.A	(R) Active	Nov 25, 1986
7	IMPCO ENGINE SYSTEMS & Design	4028992	76/702994	U.S.A	(R) Active	Sep 20, 2011
7	IMPCO & Design	1469600	73/643514	U.S.A	(R) Active	Dec 22, 1987
7	IMPCO & Design	3995470	76/702993	U.S.A	(R) Active	Jul 19, 2011
7	SPECTRUM & Design	2529524	76/132044	U.S.A	(R) Active	Jan 15, 2002
7	VF VARIFUEL	1471966	73/664503	U.S.A	(R) Active	Jan 12, 1988
7,25, 41	IMPCO	36941	42372	Vietnam	(R) Active	Apr 25, 2001

*Exhibit A to Assignment of Trademarks*