

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM486153

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STONERIDGE INC.		08/01/2014	Corporation: OHIO
STONERIDGE ELECTRONICS, INC.		08/01/2014	Corporation: TEXAS
STONERIDGE CONTROL DEVICES, INC.		08/01/2014	Corporation: MASSACHUSETTS
BOLTON CONDUCTIVE SYSTEMS, LLC		08/01/2014	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	MSSL WIRING SYSTEM INC.		
Street Address:	8640 East Market Street		
City:	Warren		
State/Country:	OHIO		
Postal Code:	44484		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2198412	ALPHABET	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	(216) 586-3939		
Email:	skoston@jonesday.com		
Correspondent Name:	Jones Day		
Address Line 1:	901 Lakeside Avenue		
Address Line 2:	North Point		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	Alphabet Assignment / sk		
NAME OF SUBMITTER:	Meredith M. Wilkes		
SIGNATURE:	/Meredith M. Wilkes/		
DATE SIGNED:	08/15/2018		

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Total Attachments: 8

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "*Assignment*"), effective the 1st day of August, 2014, is made and entered into by and among STONERIDGE INC., an Ohio corporation ("*SRI*"), STONERIDGE ELECTRONICS, INC., a Texas corporation ("*SEI*"), STONERIDGE CONTROL DEVICES, INC., a Massachusetts corporation ("*SCD*"), and BOLTON CONDUCTIVE SYSTEMS, LLC, a Michigan limited liability company ("*BCS*", together with SRI, SEI, and SCD, the "*Assignor*"), and MSSL WIRING SYSTEM INC., an Ohio corporation ("*Assignee*"). Capitalized terms which are used but not otherwise defined in this Assignment will have the meaning ascribed to such terms in the Purchase Agreement (as defined below).

RECITALS

A. Assignor is the (i) owner of each of the trademarks and service marks, registered or unregistered, trademark and service mark registrations, and trademark, service mark applications (including any and all goodwill symbolized by any of the foregoing), and tradename set forth on Schedule A hereto (the "*Trademarks*"), and (ii) registrant of record and owner of each of the Internet domain names (including any and all goodwill symbolized thereby) set forth on Schedule B hereto and the domain name registrations therefor (the "Domain Names") (the Trademarks and Domain Names, collectively, the "*Intellectual Property*");

B. SRI, Motherson Sumi Systems Limited, a limited company incorporated under the laws of the Republic of India, and MSSL (GB) Limited, a limited company incorporated under the laws of the United Kingdom, entered into that certain Asset Purchase Agreement, dated May 26, 2014 (the "*Purchase Agreement*"), pursuant to which Assignee has agreed to purchase the Intellectual Property from Assignor, including all right, title and interest in and to the Intellectual Property; and

C. The execution and delivery of this Assignment is a condition to Closing.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

I. Assignment. Effective upon Closing, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, and Assignee hereby accepts the sale, transfer, assignment, conveyance and delivery of, all right, title and interest in and to the Intellectual Property, including all rights therein provided by international conventions and treaties, all rights of priority and renewals, and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith.

2. Registrant Name Change Agreement. Promptly following the Closing, Assignor will (a) execute or otherwise complete the applicable registrant name change agreement or other forms required by the applicable Internet domain name registrar for each Domain Name (the "*Registering Authority*"); (b) submit or file such registrant name change agreements or other forms to or with the Registering Authority in accordance with the policies and rules of the Registering Authority; and (c) take any further actions in accordance with the policies and rules of the Registering Authority as required to transfer such Domain Names to Assignee on an expedited basis.

3. Further Assurances. (a) Without limiting Paragraph 2 hereof, Assignor will timely execute and deliver any additional documents and perform such additional acts that may be necessary or desirable to assist Assignee (or its successors, assigns or legal representatives) in the implementation, recordation or perfection of this Assignment and Assignee's interest in and to the Intellectual Property, including without limitation, in the (i) preparation and prosecution of any application for registration of the Intellectual Property, and (ii) prosecution or defense of any interference, opposition, cancellation, infringement or other Action that may arise in connection with any of the Intellectual Property, including testifying as to any facts relating to the Intellectual Property and this Assignment.

(b) If Assignee is unable for any reason to secure Assignor's signature to any document it is entitled to under Sections 2 or 3 hereof, Assignor hereby irrevocably designates and appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by Assignor. Assignor will not enter into any agreement in conflict with this Assignment.

4. Due Authorization. Assignor hereby authorizes and requests the Commissioner of Patents of the United States, Commissioner of Trademarks of the United States and any other official of any applicable Governmental Authority or Internet domain name registrar, to issue any and all registrations from any and all applications for registration included in the Intellectual Property to and in the name of Assignee.

5. Relationship to Purchase Agreement. The terms of the Purchase Agreement (including the definition and usage provisions where capitalized terms are used but not defined herein) are incorporated herein by this reference, and will not be superseded by this Assignment, but will remain in full force and effect to the full extent provided therein. If there is any inconsistency between the Purchase Agreement and this Assignment, the Purchase Agreement will control.

6. Entire Agreement. This Assignment, together with the Purchase Agreement, contains all of the agreements of the parties hereto with respect to the matters contained herein, and no prior agreement, arrangement or understanding pertaining to any such matters shall be effective for any purpose. Any agreement made after the date of this Assignment is ineffective to modify or amend the terms of this Assignment, in whole or in part, unless that

agreement is in writing, is signed by the parties to this Assignment, and specifically states that that agreement modifies this Assignment.

7. Governing Law. This Assignment will be governed by and construed and enforced in accordance with the laws of the State of Ohio without regard to principles of conflicts of law. Any dispute arising under or in connection with this Assignment will be resolved in any state or federal courts located in the State of Ohio, and the parties hereby submit to the exclusive jurisdiction of such courts in respect of any such proceeding. THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

8. Counterparts. This Assignment may be executed and delivered (including by facsimile or other electronic transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original, but all of which taken together will constitute one and the same agreement.


9. Notices. All notices or other communications required or permitted hereunder shall be made in accordance with the terms of the Purchase Agreement.

[Remainder of page blank. Signature page follows.]


IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative.

ASSIGNOR:


STONERIDGE, INC.

By: 
Name: George E. Strickler
Title: EVP, CFO & Treasurer


STONERIDGE ELECTRONICS, INC.

By: 
Name: George E. Strickler
Title: VP & Treasurer

STONERIDGE CONTROL DEVICES, INC.

By: 
Name: George E. Strickler
Title: VP & Treasurer

BOLTON CONDUCTIVE SYSTEMS, LLC

By: 
Name: George E. Strickler
Title: Manager

ASSIGNEE:

MSSL WIRING SYSTEM INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative.

ASSIGNOR:

STONERIDGE, INC.

By: _____
Name: _____
Title: _____

STONERIDGE ELECTRONICS, INC.

By: _____
Name: _____
Title: _____

STONERIDGE CONTROL DEVICES, INC.

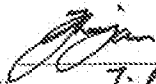
By: _____
Name: _____
Title: _____

BOLTON CONDUCTIVE SYSTEMS, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

MSSL WIRING SYSTEM INC.

By: 
Name: Jibander Mahajan
Title: President

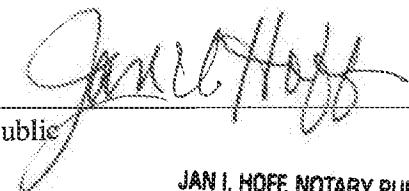
TRADEMARK

REEL: 006413 FRAME: 0900

STATE OF OHIO)
) SS
COUNTY OF TRUMBULL)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named George E. Strickler, Executive Vice President, Chief Financial Officer and Treasurer of Stoneridge Inc., an Ohio corporation, and Vice President and Treasurer of Stoneridge Electronics, Inc., a Texas corporation, Stoneridge Control Devices, Inc., a Massachusetts corporation, and the Manager of Bolton Conductive Systems, LLC, a Michigan limited liability company, personally known to me, who being first duly sworn, did upon oath acknowledge that he did sign the foregoing instrument in such capacity on behalf of said corporations and said limited liability company and is duly authorized to do so, and that the same is the free act and deed of said corporations and said limited liability company, and his free act and deed individually.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 1st day of August, 2014.

Notary Public 

[SEAL]

JAN I. HOFF, NOTARY PUBLIC
State of Ohio
My Commission Expires January 10, 2016

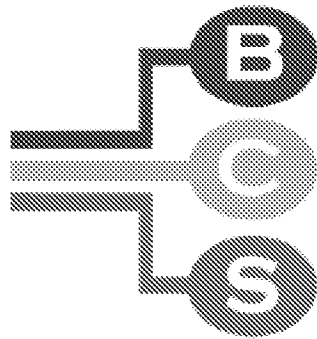
SCHEDULE A
TRADEMARKS

1. Registered Trademark:

Grantor	Mark	Country	Registration No.	Application No.	Filing Date	Issue Date
Stoneridge, Inc.	ALPHABET	U.S.	2198412	75371489	10/10/1997	10/20/1998

2. Unregistered Trademarks:

- a. BOLTON CONDUCTIVE SYSTEMS
- b. Tradename: Bolton Conductive Systems, LLC
- c. Illustrated BCS mark



BOLTON
CONDUCTIVE
SYSTEMS

SCHEDULE B

DOMAIN NAMES

1. Bcsllc.biz
2. Boltonconductive.com
3. Boltonconductivesystems.com (web site as well)
4. Boltonsystems.com