OP \$440.00 5542677

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM493486

| SUBMISSION TYPE: | NEW ASSIGNMENT | |
|-----------------------|--|--|
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------|----------|----------------|---------------------------|
| PPC Lubricants, Inc. | | 10/01/2018 | Corporation: PENNSYLVANIA |

RECEIVING PARTY DATA

| Name: | Drydene Performance Products, Inc. | |
|-----------------|------------------------------------|--|
| Street Address: | 305 Micro Drive | |
| City: | Jonestown | |
| State/Country: | PENNSYLVANIA | |
| Postal Code: | 17038 | |
| Entity Type: | Corporation: PENNSYLVANIA | |

PROPERTY NUMBERS Total: 17

| Property Type | Number | Word Mark |
|----------------------|----------|--|
| Registration Number: | 5542677 | ALL |
| Serial Number: | 87774646 | ALL TECHNOLOGY |
| Registration Number: | 5542669 | ALL TECHNOLOGY ADVANCED LUBRICITY LIFE |
| Registration Number: | 5542668 | ALL TECHNOLOGY ADVANCED LUBRICITY LIFE |
| Serial Number: | 88043225 | COMPRESSALL |
| Serial Number: | 88043147 | COOLALL |
| Registration Number: | 5347807 | DIESELALL |
| Registration Number: | 5347808 | DIESELALL PLUS |
| Registration Number: | 5330691 | DRYDENE |
| Registration Number: | 5480862 | DRYDENE |
| Registration Number: | 5491189 | DRYDENE ENGINE OILS GREASES |
| Serial Number: | 87086979 | DRYDENE HEAVY DUTY LUBES |
| Serial Number: | 88043271 | FORMALL |
| Registration Number: | 5542680 | GEARALL |
| Serial Number: | 88043248 | RETRAPLEX |
| Serial Number: | 88043178 | THERMODYNALL |
| Registration Number: | 5480993 | TRANSALL |

CORRESPONDENCE DATA

TRADEMARK REEL: 006454 FRAME: 0270

900469537

Fax Number: 7172326802

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.

Phone: 717-234-4121

Email: epappas@tuckerlaw.com

Correspondent Name: Evan C Pappas Address Line 1: 2 Lemoyne Drive

Address Line 2: Suite 200

Address Line 4: Lemoyne, PENNSYLVANIA 17043

| NAME OF SUBMITTER: | Evan C Pappas |
|--------------------|-----------------|
| SIGNATURE: | /Evan C Pappas/ |
| DATE SIGNED: | 10/11/2018 |

Total Attachments: 4

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TRADEMARK REEL: 006454 FRAME: 0271

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is made and entered effective as of October 1, 2018 (the "Effective Date"), by and among PPC Lubricants, Inc. ("Assignor) and Drydene Performance Products, Inc. ("Assignee").

WHEREAS, Assignor is the author, creator and/or owner of certain rights, title and interests in various trademarks, servicemarks, logos, and other tangible and intangible intellectual property, including but not limited to good will and described in more detail in Exhibit "A" hereto (the "Intellectual Property"); and

WHEREAS, Assignor desires to assign and transfer to Assignee all of its rights, title and interest in the Intellectual Property on the terms set forth herein.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

- 1. <u>Assignment and Delivery</u>. Assignor hereby irrevocably assigns, transfers, and conveys to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to each and all of the Intellectual Property described in Exhibit "A," including without limitation, the right to apply for, register, renew and become known as the author and owner of the Intellectual Property and the right to sue for and recover damages for any past, present or future infringement of the Intellectual Property.
- 2. <u>Assignor's Retention of Name and Trademarks</u>. Notwithstanding the assignment of the Intellectual Property herein, Assignor shall retain all of its joint and individual, as the case may be, rights, title and interest in the business or product name "PPC Lubricants," and any other registered and/or unregistered trademarks, brands, or other product identifiers currently owned by Assignor and which are not part of this Agreement.
- 3. <u>Appointment of Attorney-in-Fact</u>. Assignor hereby designates and appoints Assignee and its duly authorized members, officers and agents, as Assignor's agents and attorneys-in-fact to act for and on behalf of Assignor and, instead of Assignor, to execute and file any documents and to do all other lawfully permitted acts necessary to perfect Assignee's rights in the Intellectual Property with the same legal force and effect as if executed by Assignor.
- 4. <u>Consideration</u>. In consideration for the assignments made by Assignor in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Assignee will pay Assignor One Dollar (\$1.00).
- 5. <u>Entire Agreement</u>. This Agreement constitutes the final, complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreement, either written or oral.
- 6. <u>Governing Law; Jurisdiction</u>. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law provisions.

TRADEMARK REEL: 006454 FRAME: 0272 7. <u>Headings</u>. The headings contained herein are for the convenience of reference only, and are not intended to define, limit, expand or describe the scope or intent of any clause or provision of this Agreement.

IN WITNESS WHEREOF, the parties represent that they have read this Trademark Assignment Agreement in its entirety and agree to be bound by the terms outlined above:

ASSIGNOR:

PPC LUBRICANTS, INC.

By David Klinger, President

ASSIGNEE:

DRYDENE PERFORMANCE

PRODUCTS, INC

By David Klinger, President

HBGDB:184548-1 031830-177849

EXHIBIT "A"

| Mark | Registration Date |
|---|--------------------------|
| ALL Serial No. 87662889 Registration No. 5542677 | August 14, 2018 |
| ALLSYN Serial No. N/A - common law Registration No. N/A - common law | N/A |
| ALL TECHNOLOGY Serial No. 87774646 Registration No. N/A | N/A |
| ALL TECHNOLOGY ADVANCED LUBRICITY LIFE Logo Serial No. 87661238 Registration No. 5542669 | August 14, 2018 |
| ALL TECHNOLOGY ADVANCED LUBRICITY LIFE Serial No. 87661147 Registration No. 5542668 | August 14, 2018 |
| COMPRESSALL Serial No. 88043225 Registration No. N/A | N/A |
| COOLALL Serial No. 88043147 Registration No. N/A | N/A |
| DIESELALL Serial No. of 87327055 Registration No. 5347807 | November 28, 2017 |
| DIESELALL PLUS Serial No. 87327088 Registration No. 5347808 | November 28, 2017 |
| DRYDENE Serial No. 87086905 Registration No. 5330691 | November 7, 2017 |

TRADEMARK REEL: 006454 FRAME: 0274 DRYDENE Logo May 29, 2018 Serial No. 87661020 Registration No. 5480862

DRYDENE ENGINE OILS GREASES Logo June 12, 2018 Serial No. 87661093 Registration No. 5491189

DRYDENE HEAVY DUTY LUBES N/A Serial No. 87086979

FORMALL N/A Serial No. 88043271

Registration No. N/A

Registration No. N/A

Registration No. N/A

GEARALL March 18, 2018

Serial No. 87663456 Registration No. 5542680

RETRAPLEX N/A

Serial No. 88043248 Registration No. N/A

THERMODYNALL N/A Serial No. 88043178

TRANSALL May 29, 2018

Serial No. 87662947 Registration No. 5480993

TRADEMARK
RECORDED: 10/11/2018 REEL: 006454 FRAME: 0275