

TRADEMARK ASSIGNMENT COVER SHEET

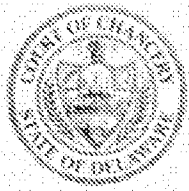
Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516328

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Court order in lieu of satisfaction to release security interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Delaware Court of Chancery in lieu of creditor Wells Fargo Bank, National Association		04/21/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	All-American Hose, LLC		
Street Address:	217 Titusville Road		
City:	Union City		
State/Country:	PENNSYLVANIA		
Postal Code:	16438		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3776410	HOSE RECORD VAULT	
Registration Number:	1821337	P	
Registration Number:	0976811	N-DURA	
CORRESPONDENCE DATA			
Fax Number:	2165925009		
<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:	216-696-3952		
Email:	trademarks@tuckerellis.com		
Correspondent Name:	Heather M. Barnes c/o-Tucker Ellis LLP		
Address Line 1:	950 MAIN AVENUE		
Address Line 2:	Suite 1100		
Address Line 4:	Cleveland, OHIO 44113		
ATTORNEY DOCKET NUMBER:	15433-000001		
NAME OF SUBMITTER:	Heather M. Barnes		
SIGNATURE:	/Heather M. Barnes/		
DATE SIGNED:	03/28/2019		
Total Attachments: 7			

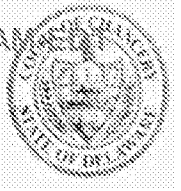
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GRANTED

EFiled: Apr 21 2016 09:54AM
Transaction ID 58894784
Case No. 11718 VCG



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

FIRST NIAGARA BANK, N.A.,	:	
	:	
Plaintiff,	:	
v.	:	C.A. No. 11718 (VCG)
	:	
ALL-AMERICAN HOSE, LLC	:	
	:	
Defendant.	:	

**ORDER AUTHORIZING COMPASS ADVISORY PARTNERS LLC TO
(a) SELL SUBSTANTIALLY ALL OF DEFENDANT’S ASSETS FREE AND
CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES, AND
(b) TERMINATE RECEIVER’S DUTIES AND OBLIGATIONS**

Upon consideration of the Emergency Motion of Compass Advisory Partners LLC to (a) Sell Substantially all of Defendant’s Assets Free and Clear of all Liens, Claims and Encumbrances, and (b) Terminate Receiver’s Duties and Obligations (the “Emergency Sale Motion”)¹ and upon consideration of any opposition thereto, it appearing that service of the Emergency Sale Motion any notice thereof was sufficient and proper, cause being shown, it is hereby Found and Determined that:

- I. The Court has jurisdiction over the Emergency Sale Motion;
- II. The terms and conditions of the APA were negotiated in good faith between Compass Advisory Partners LLC (the “Receiver”) and AAH Acquisition, LLC (the “Buyer”);

¹ Capitalized terms not otherwise defined herein have the meanings ascribed in the Emergency Sale Motion.

III. The relief sought by the Emergency Sale Motion is in compliance with the Receivership Order, the Supplemental Receivership Order and any other Orders entered by this Court with respect to the above-captioned proceeding;

IV. The transactions contemplated by the APA are conditioned upon the Court entering an order authorizing and ordering the sale of the Assets to the Buyer free and clear of all liens, claims, interests, and encumbrances;

V. The transactions contemplated by the APA will not result in Buyer being a successor to All-American Hose, LLC (“Defendant”) and, except for those liabilities, claims, interests and encumbrances expressly assumed by Buyer in the APA, Buyer shall not be liable for any of the liabilities, claims, interests and encumbrances of Defendant, including but not limited to any of Defendant’s or Defendant’s affiliates related to the All-American Hose, LLC UAW Employee Pension Plan (the “Pension Plan”); and

VI. A portion of the Assets being purchased and acquired by Buyer under the APA includes the rights of Defendant under that certain Asset Purchase Agreement by and between Defendant as purchaser and Snap-Tite, Inc. and Snap-Tite Components, Inc. (collectively “Snap-Tite”) as seller dated May 25, 2010 (as amended, the “Snap-Tite Agreement”), which includes but is not limited to the right to be indemnified against all losses, liabilities, claims, damages, expenses or diminution in value related to environmental corrections or remediation pursuant to

the Snap-Tite Asset Purchase Agreement (the “Remediation Rights”) and any insurance proceeds related to the Remediation Rights.

VII. A portion of the Assets being purchased and acquired by Buyer under the APA also includes all rights to any causes of action or potential causes of action related to certain inventory of Defendant that was damaged due to the possible negligence of the Defendant’s landlord, including, without limitation, all claims for insurance proceeds related to the damaged inventory (collectively, the “Inventory Claims”).

Now therefore it is hereby Ordered as follows:

1. The Emergency Sale Motion is GRANTED.
2. Receiver has the authority to transfer the Assets (as defined in the APA) free and clear of all liens, claims and encumbrances.
3. The APA (including all addendums and exhibits thereto) and the transactions contemplated thereby are hereby approved in all respects.
4. The Receiver is hereby authorized, permitted, and directed to consummate the transactions contemplated by the APA and transfer the Assets (as defined in the APA) to Buyer and/or its assigns, and such transfer shall be free and clear of all liens, claims and encumbrances.

5. The transfer of the Assets shall, upon the satisfaction of the conditions to closing as set forth in Article VI of the APA, (i) be a legal, valid and effective transfer of all of Defendant's right, title and interest in, to and under the Assets, and (ii) vest the Buyer with good and marketable fee simple title to the Assets, each free and clear of all liens, claims, encumbrances and interests of any kind or nature whatsoever, including, but not limited to, the liens, claims or encumbrances.

6. All persons holding liens, claims, encumbrances or interests of every kind or nature whatsoever against or with respect to the Assets are hereby barred from asserting such liens, claims, encumbrances or interests of every kind or nature against the Receiver, Defendant or Buyer or against the Assets.

7. Buyer is not a successor to Defendant and, except for those obligations Buyer is expressly assuming pursuant to the APA, Buyer shall have no liability or responsibility for any obligations of the Defendant as a successor or otherwise, which includes without limitation any of the Excluded Liabilities set forth in Section 1.5 of the APA, any liabilities associated with the Pension Plan, or any other liabilities related to the Excluded Assets.

8. The Receiver is authorized and directed to take all actions necessary to effectuate the transfer of the Assets to Buyer as set forth in the APA, including but not limited to negotiating, executing and delivering such other and further documents as may be deemed necessary or appropriate by the Receiver to

implement and consummate the transfer of the Assets, acting solely in its capacity as the Receiver.

9. From and after the Closing (as defined in the APA), by virtue of this Order, all liens, claims, encumbrances or other interests in, on, to, or against the Assets are deemed released, without the need for any further action or the execution of any release instrument.

10. The Assets shall be conveyed to Buyer free and clear of all liens, claims and encumbrances of record.

11. Upon the Closing contemplated by the APA, as set forth in Paragraph 43 of the Receivership Order, any and all obligations and duties of the Receiver shall terminate.

12. Based upon the terms of the sale as set forth in the APA, there will not be sufficient funds to distribute to the Defendant's other creditors and, as set forth in Paragraph 6(a) of the Supplemental Receivership Order, the Receiver is relieved from implementing and monitoring a claims process as contemplated by Chancery Court Rules 153, 154, and 156.

13. After the Assets are sold, as set forth in the APA, the Receiver will seek final approval of any outstanding compensation and expense reimbursement and will file a final report.

14. Upon entry of this Order, the Receiver shall serve a copy of this Order within ten (10) days on (i) all parties who have entered an appearance in this case, and (ii) the creditors and parties in interest listed on *Exhibit 1*.

15. The Court shall retain jurisdiction over any matter arising from or relating to the implementation of this Order.

16. In accordance with Del. Supreme Ct. R. 6, any appeal of this Order must be commenced within thirty (30) days from the entry of this Order.

Dated: _____

Vice Chancellor Glasscock

This document constitutes a ruling of the court and should be treated as such.

Court: DE Court of Chancery Civil Action

Judge: Sam Glasscock

File & Serve

Transaction ID: 58742540

Current Date: Apr 21, 2016

Case Number: 11718-VCG

Case Name: First Niagara Bank, N.A. v. All-American Hose, LLC

Court Authorizer: Glasscock, Sam

/s/ Judge Glasscock, Sam