

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM519653

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AxleTech International IP Holdings, LLC		04/16/2019	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	Allison Transmission, Inc.		
Street Address:	One Allison Way		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46222-3271		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87876877	BETWEEN THE WHEELS	
CORRESPONDENCE DATA			
Fax Number:	3172317433		
<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:	3172361313		
Email:	dwong@btlaw.com		
Correspondent Name:	David A.W. Wong, Barnes & Thornburg		
Address Line 1:	11 South Meridian Street		
Address Line 4:	Indianapolis, INDIANA 46204-3535		
ATTORNEY DOCKET NUMBER:	46582-294301		
NAME OF SUBMITTER:	David A.W. Wong		
SIGNATURE:	/dwong/		
DATE SIGNED:	04/18/2019		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (the “Assignment”), dated as of April 16, 2019 (the “Effective Date”), is by and between AxleTech International IP Holdings, LLC, a Michigan limited liability company (“Assignor”) and Allison Transmission, Inc., a Delaware corporation (“Assignee”). Assignor and Assignee are each a “Party” and collectively they are “Parties” to this Assignment.

WHEREAS, Assignor desires to sell, convey, assign, and transfer to Assignee, which desires to accept, all of Assignor’s right, title, and interest in and to all trademarks set forth on Schedule A hereto, together with the goodwill associated with and symbolized by them, and all applications, registrations, renewals, and extensions therefor (collectively, the “Assigned Marks”).

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. Conveyance. Assignor does hereby sell, convey, assign and transfer to Assignee all of Assignor’s right, title and interest in and to the Assigned Marks, together with the goodwill associated therewith and symbolized thereby. Such assignment includes without limitation all rights to sue or otherwise recover for past, present and future infringement of such Assigned Marks, and to receive all damages, payments, costs, and fees associated with the enforcement of such Assigned Marks, as well as all rights to license, assign, pledge, and/or otherwise exploit such Assigned Marks. Notwithstanding the foregoing, this Assignment will be construed as an agreement to assign to sell, convey, assign and transfer (and not a present sale, conveyance, assignment and transfer) any Assigned Mark with respect to a jurisdiction in which this Assignment, were it construed as a present sale, conveyance, assignment and transfer, would impair the subsequent lawful and effective execution and recordation of a necessary jurisdiction-specific form.

2. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and any other applicable governmental entity or registrar (including domain name registrar) in the jurisdictions in which the Assigned Marks are assigned, to record Assignee as the owner of the Assigned Marks, and to issue any and all Assigned Marks to Assignee, as assignee of Assignor’s entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Assigned Marks.

3. Further Assurances. Assignor shall provide Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee’s request and expense that Assignee deems necessary to effectuate, perfect, and record this Assignment.

4. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

5. Counterparts. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each Party shall have received a counterpart hereof signed by the other Party. For the convenience of the Parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

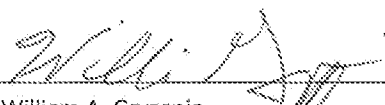
6. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

7. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof, and any disputes regarding or arising out of this Assignment will be subject to the exclusive jurisdiction of the federal courts located in Wilmington, Delaware.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date above first written.

AXLETECH INTERNATIONAL IP HOLDINGS, LLC

By: 
Name: William A. Gryzenia
Title: Chief Executive Officer and President

{Signature Page to Trademark Assignment}

ALLISON TRANSMISSION, INC.

By: 

Name: David S. Gragnoli

Title: Chief Executive Officer

[Signature Page to Trademark Assignment]

SCHEDULE A TO TRADEMARK ASSIGNMENT

BETWEEN THE WHEELS

U.S. Federal Serial No. 87876877