

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533389

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Powerflow Products Limited		06/25/2019	Corporation: ONTARIO
RECEIVING PARTY DATA			
Name:	Powerflow Canada Inc.		
Street Address:	181 Bay Street		
Internal Address:	Suite 4400		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J2T3		
Entity Type:	Corporation: ONTARIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1083234	POWERFLOW	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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:	2123904147		
Email:	amanda.cirella@kirkland.com		
Correspondent Name:	Amanda Cirella (Paralegal)		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	40462-157		
NAME OF SUBMITTER:	Amanda Cirella		
SIGNATURE:	//Amanda Cirella//		
DATE SIGNED:	07/24/2019		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”) is made this 25th day of June, 2019 by and between Powerflow Products Limited., an Ontario corporation, with its principal office located at 945 Wilson Avenue, Unit 6 North York, M3K 1E8 (the “**Assignor**”) and **Powerflow Canada Inc.**, an Ontario corporation, with its principal office located at 181 Bay Street, Suite 4400, Toronto, Ontario, M5J 2T3 (“**Assignee**”).

RECITALS

WHEREAS, Assignor, Assignee, Douglas K. Ward, D.K. Ward Group Inc., 1424514 Ontario Limited, and 1424515 Ontario Limited, carrying on in partnership as Renaissance Partnership, are parties to that certain Asset Purchase Agreement dated as of the date hereof (the “**Purchase Agreement**”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement;

WHEREAS, Assignor controls and owns certain intellectual property and other proprietary rights relating to the business of designing and manufacturing automotive parts and accessories for sale to original equipment manufacturers (but not retailers) of motor vehicles, including splash guards, body side moldings, bumper protectors and door sills, and the business of Powerflow Products at the Closing Date (the “**Business**”), and desire to assign all right, title and interest in and to such intellectual property and other proprietary rights to Assignee;

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell to Assignee, and Assignee has agreed to buy from Assignor, the intellectual property and other proprietary rights of Assignor relating to the Business.

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

1. The Assignor does hereby sell, assign, transfer, convey, contribute, and deliver to Assignee and its successors, assigns, designees and legal representatives, and Assignee does hereby accept from Assignor, all right, title and interest in and to any and all of the following set forth in Paragraphs 1(a), (b), (c), (d) and (e) below, free and clear of all security interests, liens, collateral assignments, licenses, contingent rights, restrictions, debts, claims by or obligations to any person or entity or any other encumbrances (collectively, “**Encumbrances**”), all rights of priority therein in any country as may now or hereafter be granted to Assignor by law, treaty or other international convention, all income, royalties and payments due or payable with respect to all of the following set forth in Paragraphs 1(a), (b), (c), (d) and (e) below as well as all rights to sue and recover damages or obtain relief for past, present and future infringements of any and all of the following set forth in Paragraphs 1(a), (b), (c) and (d) below and all other corresponding rights that are or may be secured under the laws of Canada, the United States, or any other country, now or hereafter, the same to be used and enjoyed by Assignee and for the use and enjoyment of its successors, assigns, designees and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made:

(a) (i) all inventions, samples, formulae, research and development, details of ideas, improvements, technologies, know-how, whether or not patentable or reduced to practice, and all domestic and foreign patents (including certificates of invention and other patent equivalents), design patents, industrial designs, invention disclosures, patent applications and patents issuing therefrom relating to the Business together with the right to claim the benefit of the right of priority provided by international conventions and treaties as well as all divisionals, continuations, continuations-in-part, reissues, reexaminations, extensions, revivals and renewals of any patent or patent application and/or directed to the Business or any portion thereof and/or conceived, reduced to practice, designed, developed or otherwise created by or on behalf of the Assignor for or at the request of Assignee, or otherwise used or held for use in or related to the Business as previously conducted, currently conducted or currently proposed to be conducted, free and clear of any and all Encumbrances (collectively, the “**Patent Rights**”); (ii) the inventions claimed by the Assignor or disclosed in the Patent Rights; and (iii) all foreign counterparts to the Patent Rights (whether patents or patent applications) (all of the foregoing collectively, the “**Assigned Patent Rights**”);

(b) all trademarks, service marks, logos, slogans, trade dress, trade names, corporate names and Internet domain names and other indicia of origin (collectively, “**Marks**”) designed, developed or otherwise created by or on behalf of the Assignor for or at the request of Assignee, or otherwise used or held for use in or related to the Business as previously conducted, currently conducted or currently proposed to be conducted, and all registrations and applications to register any of the foregoing and all common-law rights and any and all goodwill relating to any of the foregoing, including but not limited to all of those Marks identified in Schedule A attached hereto and all registrations and applications identified in Schedule A attached hereto, free and clear of any and all Encumbrances, and all goodwill associated with any of the foregoing, and the right to obtain registrations for any Marks in Canada, the United States of America, or other countries relating to any of the foregoing (all of the foregoing collectively the “**Assigned Trademark Rights**”);

(c) any and all works of authorship (whether or not copyrightable) in all media now known or later developed, designed, developed or otherwise created by or on behalf of the Assignor for or at the request of Assignee, or otherwise used or held for use in or related to the Business as previously conducted, currently conducted or currently proposed to be conducted, and all copyright rights therein, free and clear of any and all Encumbrances (all of the foregoing collectively the “**Assigned Copyright Works**”), and the right to secure statutory copyrights and renewals, reissues and extensions of such copyrights; to prepare derivative works or adaptations therefrom; to reproduce the Assigned Copyright Works; to distribute copies of the Assigned Copyright Works; to perform the Assigned Copyright Works, including, without limitation, digital transmissions of the Assigned Copyright Works; and to display the Assigned Copyright Works;

(d) any and all trade secrets, “know-how”, data and confidential information, and any and all other intellectual property rights and proprietary rights not encompassed in the Assigned Patent Rights, Assigned Trademark Rights, and Assigned Copyright Works,

designed, developed or otherwise created by or on behalf of the Assignor for or at the request of Assignee, or otherwise used or held for use in or related to the Business as previously conducted, currently conducted or currently proposed to be conducted, free and clear of any and all Encumbrances (all of the foregoing collectively “**Assigned Know How Rights**”); and

(e) all rights, interests, claims, demands and relief recoverable in law or equity, that Assignor had, have or may have for past, present and future infringements, misappropriations or any other violations of any of the Assigned Patent Rights, Assigned Trademark Rights, Assigned Copyright Works, and/or Assigned Know How Rights, including, without limitation, the right to compromise, sue for and collect such profits and damages and all other associated rights in any jurisdiction, including without limitation, the rights set forth in this Section 1.

2. Assignor hereby acknowledges and agrees that Assignee, as owner of the Assigned Patent Rights, Assigned Trademark Rights, Assigned Copyright Works, and Assigned Know How Rights, may use the Assigned Patent Rights, Assigned Trademark Rights, Assigned Copyright Works, and Assigned Know How Rights for any lawful purpose without restriction, and Assignor waives any and all moral rights Assignor may have to the Assigned Copyright Works in Canada, the United States of America, and all other countries, including, without limitation, any rights Assignor may have under 17 U.S.C. § 106A, including, without limitation, any and all rights of identification of authorship, any and all rights of approval, restriction or limitation on use or subsequent modifications.

3. The Assignor hereby represents and warrants to Assignee that: (a) the Assignor solely and exclusively own all right, title and interest in and to all of the Assigned Patent Rights, Assigned Trademark Rights, Assigned Copyright Works, and Assigned Know How Rights, free and clear of any and all Encumbrances, and (b) the Assignor has not assigned, conveyed, granted or otherwise transferred or disposed of any right, title or interest in or to any of the Assigned Patent Rights, Assigned Trademark Rights, Assigned Copyright Works, or Assigned Know How Rights (including, without limitation, any rights or claims (contingent or otherwise) with respect to any of the foregoing) to, or has entered into any option or other agreement agreeing to do any of the foregoing with, any person or entity other than the Assignee pursuant to this Agreement.

4. The Assignor hereby agrees to cooperate by executing and delivering such other documents and instruments, and taking such further actions, as may reasonably be requested by Assignee or any of its Affiliates (or any of their successors or assigns) from time to time and/or as may be necessary or desirable to carry out the purpose and intent of this Agreement.

5. Subject to Section 3, nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the terms of the Purchase Agreement, the Purchase Agreement shall govern and control.

6. This Assignment shall be governed by, and construed in accordance with, the federal laws of Canada, in respect to patent, trademark and copyright issues and in all other respects including as to validity, interpretation and effect by the laws of the Province of Ontario and the

federal laws of Canada applicable in the Province of Ontario, without giving effect to the conflict of laws rules thereof.

[Signatures appear on following page.]

IN WITNESS WHEREOF, this Intellectual Property Assignment is executed as of the day and year first written above.

ASSIGNOR

POWERFLOW PRODUCTS LIMITED

By:  _____

Name: Doug Ward

Title President

ASSIGNEE

POWERFLOW CANADA INC.

By: _____

Name:

Title

IN WITNESS WHEREOF, this Intellectual Property Assignment is executed as of the day and year first written above.

ASSIGNORS

POWERFLOW PRODUCTS LTD.


By: _____

Name:

Title

ASSIGNEE

POWERFLOW CANADA INC.

By:  _____

Name: Steven Lurus

Title: Chief Financial Officer

SCHEDULE A

TRADEMARKS AND DOMAIN NAMES

Domain Name	Expiration Date	Registrar
powerflow.ca	16-Sep-2021	Canadian Domain Name Services Inc.

U.S. Trademarks

1. Registration No.: 1,083,234
Issue Date: 01/24/1978
Trademark: POWERFLOW
Owner: Powerflow Products Limited
Docket No. 13-342/2478

Canadian Trademarks

1. Registration No.: TMA218655
Registration Date: 01/28/1977
Trademark: POWERFLOW
Registrant: Powerflow Products Limited
Type: Word Mark
Docket No.: 13-342CA/2478
2. Registration No.: UCA22901
Registration Date: 1945-12-24
Trademark: POWERFLOW
Registrant: Powerflow Products Limited
Type: Word Mark