

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543724

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STEMCO Products, Inc.		09/25/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MAT HD, LLC		
Street Address:	6700 Wildlife Way		
City:	Long Grove		
State/Country:	ILLINOIS		
Postal Code:	60047		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2004352	VANFASTIC	
Registration Number:	3897802	CREST XL	
Registration Number:	3838970	HORIZON SP	
Registration Number:	3836046	ULTRA PEAK	
Registration Number:	3901389	VISTA HP	
CORRESPONDENCE DATA			
Fax Number:	3123609315		
<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:	3123600080		
Email:	smelby@gbclaw.net		
Correspondent Name:	Greer, Burns & Crain, Ltd.		
Address Line 1:	300 South Wacker Drive		
Address Line 2:	Suite 2500		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Lawrence J. Crain		
SIGNATURE:	/Lawrence J. Crain/		
DATE SIGNED:	10/03/2019		
Total Attachments: 4			

OP \$140.00 2004352

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is dated and delivered as of September 25, 2019, by and between STEMCO Products, Inc., a Delaware corporation (the "Seller") and MAT HD, LLC, an Illinois limited liability company (the "Buyer"). Seller and Buyer are collectively referred to herein as the "Parties" and each, a "Party."

WHEREAS, the Buyer and Seller have entered into that certain Asset Purchase Agreement, dated as of September 16, 2019 (the "Purchase Agreement"), providing for, among other things, the assignment by the Seller to Buyer of the trademarks identified on Schedule 1 attached hereto, together with the goodwill associated therewith (collectively, the "Trademarks"); and

WHEREAS, Buyer desires to acquire all right, title and interest in and to the Trademarks and the goodwill associated therewith pursuant to the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Seller hereby conveys and assigns to Buyer all of its right, title and interest in and to the Trademarks in the United States and all jurisdictions outside the United States (including all common law rights in and to such Trademarks the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks and any priority right that may arise from use of the Trademarks), free and clear of all Liens, and all goodwill represented and symbolized thereby with all rights to sue and recover damages and/or profits for past infringements, the same to be held and enjoyed by Seller, its successors and assigns as fully and entirely as said interest could have been held and enjoyed by Buyer had this conveyance and assignment not been made.

Seller further agrees to take all commercially reasonable additional actions and to execute such further assignments and other lawful documents as Buyer may reasonably request (and at Buyer's expense) to effectuate fully this Assignment and to permit Buyer to be duly recorded in all applicable jurisdictions as the registered owner and proprietor of the rights hereby conveyed.

This Assignment is intended to be solely a document to evidence and effectuate assignment and conveyance. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Nothing contained in this Assignment is intended to, nor shall it, extend, amplify, supersede or otherwise alter the representations, warranties, covenants and obligations of the Parties contained in the Purchase Agreement or the survival thereof.

This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. This Assignment shall be governed by, and construed in accordance with, the Laws of the State of Illinois, without giving effect to any Law or rule that would cause the Laws of any jurisdiction other than the State of Illinois to be applied. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed and delivered by a duly authorized officer of Seller as of the day and year first above written.

SELLER:

STEMCO PRODUCTS, INC., a Delaware corporation

By:  _____

Name: Tanya Greeley

Title: Vice President and Secretary

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 006762 FRAME: 0928

Schedule 1 to Trademark Assignment

Trademarks

Trademark and Reg. Number	Status/Key Dates	Description of Goods	Owner Information
<u>VANFASTIC</u> Reg. No: 2004352	Renewed October 1, 2016 First Use: November 12, 1992 Filed: October 11, 1995 Registered: October 1, 1996	(Int'l Class: 06) repair kits for repairing exterior walls of vans, trailers and other commercial transport containers, comprised of aluminum or steel metal strips which will be applied over a hole in the wall of the transport container and double sided adhesive tape	Stemco Products, Inc. (Delaware Corp.) 300 Industrial Boulevard Longview Texas 75602
<u>CREST XL</u> Reg. No: 3897802	Registered 8 & 15 April 16, 2016 First Use: 2009 Filed: June 8, 2009 Registered: December 28, 2010	(Int'l Class: 12) brake linings for land vehicles; brake pads for land vehicles	Stemco Products, Inc. (Delaware Corp.) 300 Industrial Boulevard Longview Texas 75602
<u>HORIZON SP</u> Reg. No: 3838970	Registered 8 & 15 September 14, 2016 First Use: 2009 Filed: June 8, 2009 Registered: August 24, 2010	(Int'l Class: 12) brake linings for land vehicles; brake pads for land vehicles	Stemco Products, Inc. (Delaware Corp.) 300 Industrial Boulevard Longview Texas 75602
<u>ULTRA PEAK</u> Reg. No: 3836046	Registered 8 & 15 September 14, 2016 First Use: 2009 Filed: June 8, 2009 Registered: August 17, 2010	(Int'l Class: 12) brake linings for land vehicles; brake pads for land vehicles	Stemco Products, Inc. (Delaware Corp.) 300 Industrial Boulevard Longview Texas 75602

Trademark and Reg. Number	Status/Key Dates	Description of Goods	Owner Information
<u>VISTA HP</u> Reg. No: 3901389	Registered 8 & 15 September 14, 2016 First Use: 2009 Filed: June 8, 2009 Registered: January 4, 2011	(Int'l Class: 12) brake linings for land vehicles; brake pads for land vehicles	Stemco Products, Inc. (Delaware Corp.) 300 Industrial Boulevard Longview Texas 75602
B-Lock™ (unregistered)		Adhesive film purchased from 3M and applied to friction as a rust inhibiting coating.	Stemco Products, Inc.
FLEXAN™ (unregistered)		Repair kits for repairing exterior walls of vans, trailers and other commercial transport containers, comprised of polycarbonate strips which will be applied over a hole in the wall of the transport container and double sided adhesive tape.	Stemco Products, Inc.