

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552020

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hayes Manufacturing, Inc.		11/22/2019	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	Western Diesel Services, Inc.		
Street Address:	1100 Research Blvd.		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63132		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5762276	WE'VE GOT CONNECTIONS	
Registration Number:	5683184	HAYES	
Registration Number:	3155987		
Registration Number:	3946626		
Registration Number:	2566703	HAYES	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<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:	3145526000		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	JENNIFER A. VISINTINE		
Address Line 1:	ONE US BANK PLAZA		
Address Line 4:	ST. LOUIS, MISSOURI 63101		
NAME OF SUBMITTER:	Jennifer A. Visintine		
SIGNATURE:	/jennifer a. visintine/		
DATE SIGNED:	12/05/2019		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (this “**IP Assignment**”), is made and entered into between Hayes Manufacturing, Inc., a corporation of Michigan with offices at 6875 US-131, Fife Lake, Michigan 49633 (“**Assignor**”), and Western Diesel Services, Inc., a corporation of Delaware with offices at 1100 Research Blvd., St. Louis, Missouri 63132 (“**Assignee**”).

WHEREAS, Assignor and Assignee are the parties to an Asset Purchase Agreement dated as of November 22, 2019 (the “**Agreement**”), pursuant to which Assignee has agreed to purchase and Assignor has agreed to sell all of Assignor's right, title and interest in and to the Purchased Assets upon the terms and conditions set forth in the Agreement (capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Agreement).

WHEREAS, the Purchased Assets include Assignor's right, title and interest in and to the Intellectual Property Assets, which include (a) the name “Hayes Manufacturing, Inc.” and any derivations thereof, and (b) the patent, trademark applications and registrations, and domain names identified on **Exhibit A** and all common law rights thereto and the goodwill associated therewith (the items in clause (b) collectively, the “**Registered IP**”).

NOW THEREFORE, in consideration of the premises, the covenants and the agreements contained herein and in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

1. Assignor does hereby assign and transfer to Assignee all right, title and interest in and to the Registered IP and the other Intellectual Property Assets, together with the Assignor's common law rights thereto and the goodwill associated therewith, all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, together with all income, royalties or payments in respect of the Registered IP and the other Intellectual Property Assets due or payable as of the date hereof or thereafter, including all claims for damages by reason of past, present or future infringement or other unauthorized use of the Registered IP and the other Intellectual Property Assets, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor hereby appoints Assignee to file and record this instrument with the United States Patent and Trademark Office and all other applicable national offices. Assignee shall request the Commissioner of Patents and Trademarks of the United States and the director of all other national offices to record Assignee as owner of the Registered IP, including any variations thereof, for the sole use and enjoyment of the Assignee and for the use and enjoyment of its successors, assigns or other legal representatives.

3. Assignor shall provide Assignee, its successors, assigns or other legal representatives, with reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all documentation as may be reasonably required) in the recordation of this Assignment.

4. This Assignment will in all respects be interpreted, read, construed and governed by the internal laws of the State of Missouri, exclusive of its conflicts of law rules.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each party has duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNOR:

HAYES MANUFACTURING, INC.

By: Holly Miller
Name: Holly Miller
Title: President

ASSIGNEE:

WESTERN DIESEL SERVICES, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each party has duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNOR:

HAYES MANUFACTURING, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

WESTERN DIESEL SERVICES, INC.

By: Clayton R. Castello
Name: Clayton R. Castello
Title: VP, Corporate Strategy

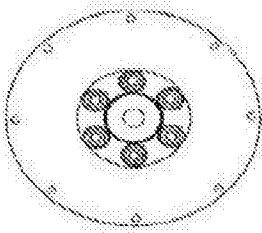
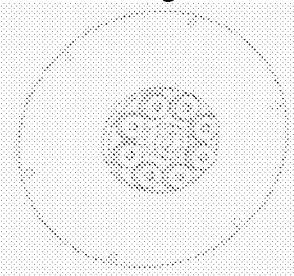

EXHIBIT A

REGISTERED IP

Patent:

Title	Jurisdiction	Pat. No.	Issue Date	App. Ser. No.	Filing Date
Hub And Secondary Driving Element Shaft Locking System	United States	7645089	1/12/2010	11/380,071	04/25/2006

Trademarks:

Mark	Jurisdiction	Registration Number	Registration Date	App. Ser. No.	Filing Date
WE'VE GOT CONNECTIONS	United States	5,762,276	05/28/2019	88/149609	10/10/2018
HAYES	United States	5,683,184	02/26/2019	87/613896	09/19/2017
Flywheel Coupling Design 	United States	3,155,987	10/17/2006	78/243,416	04/29/2003
Flywheel Coupling and Joint Design 	United States	3,946,626	04/19/2011	77/474,660	05/15/2008
HAYES and Design 	United States	2,566,703	05/07/2002	76/066,509	06/09/2000
HAYES	Canada			1873776	12/19/2017
HAYES	Korea	(IR) 1376348	01/02/2019	1376348	10/10/2017
HAYES	Mexico			1376348	10/10/2017
HAYES	EU IPO	(IR) 1376348	04/25/2018	1376348	10/10/2017

HAYES	India	(IR) 1376348	05/02/2018	1376348	10/10/2017
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Domain Names:

1. www.coupling.parts
2. www.guardiancoupling.com
3. www.hayes.parts
4. www.hayesbroach.com
5. www.hayesbroaching.com
6. www.hayesbroachingservice.com
7. www.hayescoupling.com
8. www.hayescouplings.com
9. www.hayescouplings.in
10. www.hayesfabs.com
11. www.hayesflexiblecoupling.com
12. www.hayesmi.com
13. www.ktrcoupling.com