

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900527597		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kodiak Brake Products, LLC		12/02/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Dexter Axle Company		
Street Address:	2900 Industrial Parkway East		
City:	Elkhart		
State/Country:	INDIANA		
Postal Code:	46516		
Entity Type:	Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4652067	KODAGUARD	
CORRESPONDENCE DATA			
Fax Number:	5742362839		
<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:	574-234-3900		
Email:	botkinhall@gmail.com		
Correspondent Name:	Michael D. Marston		
Address Line 1:	1003 N. Hickory Road		
Address Line 4:	South Bend, INDIANA 46615		
ATTORNEY DOCKET NUMBER:	3026-074		
NAME OF SUBMITTER:	Michael D. Marston		
SIGNATURE:	/Michael D. Marston/		
DATE SIGNED:	12/26/2019		
Total Attachments: 2			
source=KODAGUARD_Notice of Non-Recordation dtd 12-26-2019#page1.tif			
source=KODAGUARD Assignment Form 3026-074 Signed#page1.tif			

ASSIGNMENT

WHEREAS, KODIAK BRAKE PRODUCTS, LLC, a limited liability corporation of the State of Delaware, with its principal place of business at 2900 Industrial Parkway East, Elkhart, IN 46516 ("Assignor"), is the owner of the entire right, title and interest in and to the trademark KODAGUARD, registered with the United States Patent and Trademark Office under Registration No. 4652067 ("Mark") and the goodwill of the business associated with the use of and symbolized by the Mark whether arising under common law, state law, federal law or the laws of any and all other jurisdictions ("Intellectual Property"); and

WHEREAS, Dexter Axle Company, a corporation of the State of Delaware, with its principal place of business at 2900 Industrial Parkway East, Elkhart, IN 46516 ("Assignee"), is desirous of acquiring the entire right, title and interest in and to the Mark and its associated Intellectual Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignment. Assignor hereby sells, transfers and assigns unto Assignee, free and clear of all liens, security interests, liabilities and encumbrances:

- 1) the Mark, its associated Intellectual Property including the goodwill of the business associated with the use of and symbolized by the Mark, and all of Assignor's right, title and interest therein;
- 2) all rights to sue for infringement of the Mark, whether arising prior or subsequent to the date of this Assignment, as well as the right to recover for, and the right to profits and damages due or accrued, arising out of or in connection with, any past, present or future infringements, dilution of or damage or injury to the Mark and its associated Intellectual Property;
- 3) the exclusive right to use or otherwise transfer, to apply to register, or to assist any third party to register a trademark, domain name or designation that comprises or includes, whether alone or in combination with each other or with other words or designs, any variation of the Mark for any goods and/or services, unless the Mark has been abandoned by the Assignee; and
- 4) the registrations of and registration applications for the Mark and any and all renewals or extensions thereof that may hereafter be secured under laws now or hereafter in effect in the United States and its territorial possessions and in any and all other jurisdictions, the same to be held and enjoyed by Assignee from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Successors in Interest. This Assignment shall be binding upon and inure to the benefit of the respective heirs, successors, legal representatives and assigns of the Assignor and Assignee.

Power to Insert. The undersigned hereby grant(s) the firm of Botkin & Hall, LLP the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

Date

12/2/19

KODIAK BRAKE PRODUCTS, LLC

By:

Name: Tim Meckstroth

Title: Vice President of Engineering