

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561556

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vehicle Safety Holding Corp.	FORMERLY Aftermarket Controls Holdings Corp.	01/31/2020	Corporation: DELAWARE
Aftermarket Controls Corp.		01/31/2020	Corporation: DELAWARE
Vehicle Safety Manufacturing, LLC		01/31/2020	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	VSM-Rostra LLC		
Street Address:	180 Marcus Blvd.		
City:	Hauppauge		
State/Country:	NEW YORK		
Postal Code:	11788		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	3334646	COMFORT SEAT	
Registration Number:	3045500	REARSIGHT	
Registration Number:	2995693	COMFORT HEAT	
Registration Number:	2910682	GLOBAL CRUISE	
Registration Number:	2841047	SDS	
Registration Number:	2718170	REARSENTRY	
Registration Number:	2643444	ROSTRA	
Registration Number:	2643442	ROSS	
Registration Number:	3960842	CON-VERSE BY ROSTRA	
Registration Number:	3908998	BACKZONE	
Registration Number:	4510334	SOFT TOUCH	
Registration Number:	4441485	FRONTZONE	
Registration Number:	4223167	SIGHT ADVANTAGE	
Registration Number:	3185295	VSM	
Registration Number:	3172916	VSM	
Registration Number:	3185293	VEHICLE SAFETY MANUFACTURING	

CH \$465.00 3334646

Property Type	Number	Word Mark
Registration Number:	5427119	SOURCEPWR
Serial Number:	87859002	ECODRIVE

CORRESPONDENCE DATA

Fax Number: 5168027008

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.

Phone: 5168027007

Email: lstopol@levystopol.com

Correspondent Name: Larry N Stopol

Address Line 1: 1425 RXR Plaza

Address Line 4: Uniondale, NEW YORK 11556-1425

NAME OF SUBMITTER:	Larry N. Stopol
SIGNATURE:	/larry n stopol/
DATE SIGNED:	02/11/2020

Total Attachments: 9

- source=Executed - IP Assignment Agreement - Final as Filed w-USPTO#page1.tif
- source=Executed - IP Assignment Agreement - Final as Filed w-USPTO#page2.tif
- source=Executed - IP Assignment Agreement - Final as Filed w-USPTO#page3.tif
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- source=Executed - IP Assignment Agreement - Final as Filed w-USPTO#page9.tif

AGREEMENT TO ASSIGN INTELLECTUAL PROPERTY

THIS AGREEMENT TO ASSIGN INTELLECTUAL PROPERTY (this "Assignment") is made as of January 31, 2020 (the "Effective Date"), by and between Vehicle Safety Holding Corp., f/k/a Aftermarket Controls Holdings Corp., a Delaware corporation ("Holdco"); Aftermarket Controls Corp., a Delaware corporation ("ACC"); and Vehicle Safety Manufacturing, LLC, a New Jersey limited liability company ("VSM") and collectively, with Holdco and ACC, each, individually and collectively, the "Assignor", and VSM-Rostr LLC, a Delaware limited liability company ("Assignee"). Any and all capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement (as hereinafter defined).

RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated on or about the date hereof (the "Purchase Agreement"); and

WHEREAS, on the terms and subject to the conditions set forth in the Purchase Agreement, Assignor has agreed to assign and Assignee has agreed to assume, among other assets, certain assets relating to Intellectual Property relating to the Business (collectively, the "Intellectual Property Assets").

NOW, THEREFORE, in consideration of the recitals and of the mutual promises made below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Defined Terms. All capitalized terms used in this Assignment, unless otherwise defined herein, shall have the meaning assigned to them in the Purchase Agreement.

2. Assignment of Intellectual Property Assets. On the terms and subject to the conditions of the Purchase Agreement, effective as of the Closing Date, Assignor hereby assigns, conveys, delivers and transfers to Assignee, and Assignee hereby purchases and takes assignment of and title to, all of Assignor's right, title and interest in and to the Intellectual Property Assets (including, but not limited to, the trademark applications and registrations listed on **Exhibit A** hereto, the patent applications and registrations listed on **Exhibit B** hereto, and the domain names listed on **Exhibit C** hereto), including all of the goodwill associated with the use thereof and symbolized thereby and all future proceeds thereof and the rights to sue for past, present and future infringements, and Assignee hereby assumes and agrees to fully perform and discharge when due all Assumed Liabilities related to, arising under or in connection with, the Intellectual Property Agreements. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all registrations and applications for the trademarks and patents included in, or comprising, the Intellectual Property Assets, including all of the goodwill associated therewith, to Assignee as assignee of the entire right, title and interest therein (or otherwise as Assignee may direct) in accordance with this instrument of assignment, and to issue to Assignee all registrations that may issue with respect to any applications for a patent,

TRADEMARK

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trademark or service mark included in the Intellectual Property Assets, in accordance with this Assignment.

3. Purchase Agreement. This Assignment is being executed and delivered pursuant and subject to the Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, defeat, limit, alter or impair, enhance or enlarge any right, obligation, claim, remedy, limitation, exclusion or exculpation set forth in the Purchase Agreement, including but not limited to Assignor's representations, warranties, covenants and agreements and the indemnities granted by Assignor, all of which are incorporated herein by this reference. In the event of any conflict between this Assignment and the Purchase Agreement, the Purchase Agreement shall control.

4. Further Assurances. From time to time, at or following the Closing, Assignor and Assignee shall execute, acknowledge and deliver all such further conveyances, notices, assumptions and releases and such other instruments, and shall take such further actions, as may be reasonably necessary or requested to fully convey to Assignee all of the properties, rights, titles, interests, powers and privileges in the Intellectual Property Assets to be conveyed to Assignee under this Assignment and to secure the rights assigned hereby and to obtain and/or transfer trademark or service mark registrations (and applications therefor), and similar governmental grants confirming or enhancing said rights; and to otherwise make effective as reasonably promptly as practicable the transactions contemplated hereby. Assignor agrees to provide the appropriate authorizations to, and to execute the appropriate forms for, the applicable registration, or to Assignee if appropriate, and will use its reasonable efforts to comply promptly, at Assignee's expense, with all other remaining steps necessary to transfer to Assignee all domain names and trademarks held by Assignor or by third parties on Assignor's behalf.

5. Successors and Assigns; No Assignment. Neither Assignor nor Assignee may assign any of its rights or delegate any of its obligations under this Assignment without the prior written consent of the other party except as provided in the Purchase Agreement. Any attempted assignment or delegation without the required consent shall be null and void. Subject to the foregoing, this Assignment shall be binding upon, enforceable against and inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.

6. Governing Law. This Assignment and any claims arising out of or relating to this Assignment or the transactions contemplated by this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law principles.

7. Amendment; Waiver. This Assignment may be altered, amended or modified in whole or in part at any time only by a writing signed by Assignor and Assignee. No waiver of any of the provisions of this Assignment shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No failure or delay by any party in exercising any right, power or privilege under this Assignment shall operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder. No waiver shall be binding unless executed in writing by the party making the waiver, with such writing specifically referring to the term so waived and explicitly making such waiver.

8. Counterparts; Facsimile Signatures. This Assignment and any agreements entered into in connection with this Assignment may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any counterpart, to the extent delivered by means of facsimile machine or by .pdf, .tig, .gif, .peg or similar attachment to electronic mail, shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as an original signed version delivered in person.

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

ASSIGNOR:

**VEHICLE SAFETY HOLDING CORP., F/K/A
AFTERMARKET CONTROLS HOLDINGS CORP., a
Delaware corporation**

By: _____
Name: James B. Pineau
Title: Chief Executive Officer

**AFTERMARKET CONTROLS CORP., a Delaware
corporation**

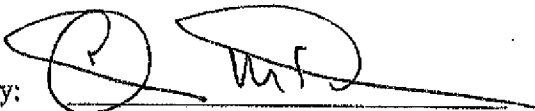
By: _____
Name: James B. Pineau
Title: Chief Executive Officer

**VEHICLE SAFETY MANUFACTURING, LLC, a
New Jersey limited liability company**

By: _____
Name: James B. Pineau
Title: Chief Executive Officer

ASSIGNEE:

**VSM-ROSTRA LLC, a Delaware limited liability
company**

By: 
Name: Charles M. Stoehr
Title: Vice President

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

ASSIGNOR:

**VEHICLE SAFETY HOLDING CORP., F/K/A
AFTERMARKET CONTROLS HOLDINGS CORP., a
Delaware corporation**

By: James B. Pineau
Name: James B. Pineau
Title: Chief Executive Officer

**AFTERMARKET CONTROLS CORP., a Delaware
corporation**

By: James B. Pineau
Name: James B. Pineau
Title: Chief Executive Officer

**VEHICLE SAFETY MANUFACTURING, L.L.C., a
New Jersey limited liability company**

By: James B. Pineau
Name: James B. Pineau
Title: Chief Executive Officer

ASSIGNEE:

**VSM-ROSTRA LLC, a Delaware limited liability
company**

By: _____
Name: Charles M. Stoehr
Title: Vice President

ACKNOWLEDGMENTS

STATE OF NC)
COUNTY OF Moore) SS:

Before me a Notary Public in and for said County and State personally appeared **James B. Pineau**, the duly appointed Chief Executive Officer of (i) Vehicle Safety Holding Corp., f/k/a Aftermarket Controls Holdings Corp.; (ii) Aftermarket Controls Corp., and (iii) Vehicle Safety Manufacturing, LLC, who acknowledged the execution of the foregoing instrument.

Witness my hand and Notarial Seal this 31 day of January, 2020

My Commission expires:
08/14/2023

Signed: Phillip Lett
Printed: Phillip Lett

Exhibit A

Marks

Trademark	Registration Number	Registration Date	Country	Owner
COMFORT SEAT	3,334,646	11/13/07	U.S.	Rostra
REARSIGHT	3,045,500	1/17/06	U.S.	Rostra
COMFORT HEAT	2,995,693	9/13/05	U.S.	Rostra
GLOBAL CRUISE	2,910,682	12/14/04	U.S.	Rostra
SDS	2,841,047	5/11/04	U.S.	Rostra
REARSENTRY	2,718,170	5/20/03	U.S.	Rostra
ROSTRA	2,643,444	10/29/02	U.S.	Rostra
ROSS	2,643,442	10/29/02	U.S.	Rostra
CON-VERSE BY ROSTRA	3,960,842	5/17/11	U.S.	Rostra
BACKZONE	3,908,998	1/18/11	U.S.	Rostra
SOFT TOUCH	4,510,334	4/8/14	U.S.	Rostra
FRONTZONE	4,441,485	11/26/13	U.S.	Rostra
SIGHT ADVANTAGE	4,223,167	10/09/12	U.S.	Rostra
VSM	3,185,295	12/19/06	U.S.	VSM
VSM	3,172,916	11/21/06	U.S.	VSM
VEHICLE SAFETY MANUFACTURING	3,185,293	12/19/06	U.S.	VSM
SOURCE PWR (DESIGN)	5,427,119	3/20/18	U.S.	ACC
ECODRIVE	*Filing Number – 87/859,002	*Filing Date – 4/2/2018	U.S.	ACC
WORLDCRUISE	819976245	10/5/99	Brazil	Rostra
WORLDCRUISE LOGO	819976350	10/5/99	Brazil	Rostra

Exhibit B

Patents

Patent Number	Title of Patent	Issue Date	Country	Owner
D519,232	Marker Light	4/18/06	U.S.	VSM

Title	Country	Filing Date	Patent No.
Motor Vehicle Turn Signal Canceling Device	U.S.	3/5/1990	5,021,617
Electronic Self-Canceling Turn Signal Device	U.S.	7/22/1992	5,528,218
Multi-function Stalk Switch	U.S.	8/6/1998	6,020,563
Multi-function Stalk Switch (ETSS)	U.S.	11/16/2000	6,518,524
Wrap Around Terminal Signal Switch Assembly	U.S.	7/5/2005	7,119,293
Processed Bolt End Useful In a Turn Signal Switch Assembly	U.S.	7/10/2007	7,687,729
Turn Signal Self Cancellation System	U.S.	7/26/2007	7,518,071

Exhibit C

Domain Names

<http://www.rostra.com>
<https://vehiclesafetymfg.com>
<https://auerautomotive.com>