

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM602591

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gill Industries, Inc.		10/07/2020	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	Lear Corporation		
Street Address:	21557 Telegraph Rd.		
City:	Southfield		
State/Country:	MICHIGAN		
Postal Code:	48033		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5404248	G	
Registration Number:	3171544	G GILL INDUSTRIES, INC.	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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:	7349302488		
Email:	ipfilings@bodmanlaw.com		
Correspondent Name:	Susan M. Kornfield - Bodman PLC		
Address Line 1:	201 South Division, Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	Susan M. Kornfield		
SIGNATURE:	/susan m. kornfield/		
DATE SIGNED:	10/12/2020		
Total Attachments: 5			
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**TRADEMARK ASSIGNMENT
(USA)**

WHEREAS **GILL INDUSTRIES, INC.**, a company duly incorporated and existing under the laws of the State of Michigan, with a place of business at 5271 Plainfield Ave. NE, Grand Rapids, MI 49525, United States of America (hereinafter “**ASSIGNOR**”) is the owner of certain trademark registrations issued by the United States Patent and Trademark Office listed on Schedule A attached hereto.

WHEREAS **LEAR CORPORATION**, a company duly incorporated and existing under the laws of the State of Delaware, with a place of business at 21557 Telegraph Rd, Southfield, MI 48033, United States of America (hereinafter “**ASSIGNEE**”) is desirous of acquiring the right, title and interest in the trademark registrations listed on Schedule A, any unregistered rights in the respective trademarks, and the goodwill of the business associated with the foregoing (hereinafter “**TRADEMARK RIGHTS**”).

WHEREAS **ASSIGNOR** and **ASSIGNEE** have entered into an Asset Purchase Agreement dated as of even date herewith (the “**PURCHASE AGREEMENT**”), pursuant to which **ASSIGNOR** agreed to sell, convey, transfer, assign and deliver to **ASSIGNEE**, and **ASSIGNEE** agreed to purchase from **ASSIGNOR**, all of **ASSIGNOR**'s right, title and interest in and to all of the assets owned by or leased or licensed to **ASSIGNOR** and used or held for use by **ASSIGNOR** in the conduct of **ASSIGNOR**'s Business, including, without limitation, the **TRADEMARK RIGHTS**, subject to the terms and conditions of the **PURCHASE AGREEMENT**. This Trademark Assignment is delivered by **ASSIGNOR** to **ASSIGNEE** pursuant to the **PURCHASE AGREEMENT**.

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THEREFORE, for good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, ASSIGNOR does hereby sell, assign, transfer and convey to ASSIGNEE, its successors, assigns and legal representatives, ASSIGNOR'S entire right, title and interest in and to the TRADEMARK RIGHTS, the same to be held and enjoyed by ASSIGNEE, its successors and assigns to the same extent that they would have been held and enjoyed by the ASSIGNOR as if this Trademark Assignment had not been made, and all claims for damages by reason of past, present and future infringement or misappropriation of, or other conflict with said TRADEMARK RIGHTS with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

ASSIGNOR hereby agrees to execute any papers requested by ASSIGNEE, its successors, assigns and legal representatives, deemed essential to ASSIGNEE'S full protection and title in and to the TRADEMARK RIGHTS hereby transferred;

ASSIGNOR hereby authorizes the U.S. Patent and Trademark Office to record ASSIGNEE as the owner of the TRADEMARK RIGHTS.

[SIGNATURE PAGE FOLLOWS]

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TRADEMARK
REEL: 007075 FRAME: 0137

IN WITNESS WHEREOF, this Trademark Assignment has been signed by or on behalf of
each of the parties as of October 7, 2020.

LEAR CORPORATION
Assignee

GILL INDUSTRIES, INC.
Assignor

By: Andrew Murray
Name: Andrew Murray
Title: Vice President Corporate Development


By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this Trademark Assignment has been signed by or on behalf of
each of the parties as of October 7, 2020.

LEAR CORPORATION
Assignee



By: _____
Name: _____
Title: _____

GILL INDUSTRIES, INC.
Assignor

By: 
Name: Alicia B. Masse
Title: Chief Restructuring Officer

SCHEDULE A

TRADEMARK REGISTRATIONS INCLUDED IN THE TRADEMARK RIGHTS

OWNER	MARK	JURISDICTION	REGISTRATION NUMBER	REGISTRATION DATE
Gill Industries, Inc.		USA	5,404,248	02/20/2018
Gill Industries, Inc.	 Gill Industries, Inc.	USA	3,171,544	11/14/2006

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