

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM603353

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MSX International, Inc.		10/12/2020	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pacific (BC) Bidco Limited		
<b>Street Address:</b>	Middleborough		
<b>Internal Address:</b>	The Octagon		
<b>City:</b>	Colchester		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	CO1 1TG		
<b>Entity Type:</b>	United Kingdom limited company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4227208	FUELED BY CHALLENGE. POWERING SUCCESS.	
<b>Registration Number:</b>	4179244	MSX INTERNATIONAL	
<b>Registration Number:</b>	4179247	MSX INTERNATIONAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7344184289		
<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>			
<b>Phone:</b>	(734) 418-4288		
<b>Email:</b>	Trademark@honigman.com		
<b>Correspondent Name:</b>	Julie E. Reitz		
<b>Address Line 1:</b>	315 East Eisenhower Parkway, Suite 100		
<b>Address Line 4:</b>	Ann Arbor, MICHIGAN 48108-3330		
<b>ATTORNEY DOCKET NUMBER:</b>	47446-81193		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Julie E. Reitz		
<b>Address Line 1:</b>	315 East Eisenhower Parkway, Suite 100		
<b>Address Line 4:</b>	Ann Arbor, MICHIGAN 48108-3330		
<b>NAME OF SUBMITTER:</b>	Julie E. Reitz		

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<b>SIGNATURE:</b>	/Julie E. Reitz/
<b>DATE SIGNED:</b>	10/16/2020
<b>Total Attachments: 5</b> source=MSXassignBIDCO#page1.tif source=MSXassignBIDCO#page2.tif source=MSXassignBIDCO#page3.tif source=MSXassignBIDCO#page4.tif source=MSXassignBIDCO#page5.tif	

## CONFIRMATORY TRADEMARK ASSIGNMENT

THIS CONFIRMATORY TRADEMARK ASSIGNMENT ("Confirmatory Assignment") is made as of the date executed by the parties on behalf of MSX International, Inc. a Delaware corporation with its principal place of business at One Detroit Center, 500 Woodward Ave., 19<sup>th</sup> Floor, Detroit, MI 48226 ("MSXI") and Pacific (BC) Bidco Limited a United Kingdom limited company with its principal place of business at The Octagon, Middleborough, Colchester, Essex, CO11TG, United Kingdom ("BIDCO").

### RECITALS

WHEREAS, Pacific (BC) Topco 5 Limited, (TOPCO) a United Kingdom limited company has ultimate control over both MSXI and BIDCO.

WHEREAS, MSXI, at least as early as 1996, become the legal and beneficial owner of certain trademarks, service marks, brands, logos, trade dress, trade names, and other indicia of source or origin ("Trademarks").

WHEREAS, MSXI applied for registrations of the Trademarks around the world and such applications and the subsequent registrations are listed on the attached Exhibit A ("Trademark Registrations") ("Trademarks" and "Trademark Registration" herein together are referred to as "Trademark Rights").

WHEREAS, on April 30 2018, through a series of actions taken by and agreements executed by subsidiaries of TOPCO, at the direction of TOPCO, all beneficial title in and to the Trademarks together with all goodwill associated with the Trademarks was transferred and assigned from MSXI to BIDCO. ("Beneficial Assignment").

WHEREAS, MSXI and BIDCO wish to confirm the Beneficial Assignment and MSXI now wishes to transfer and assign all legal right, title and interest in and to the Trademarks Rights to BIDCO and BIDCO wishes to accept such transfer and assignment of the Trademark Rights.

NOW THEREFORE, in consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. MSXI hereby confirms the Beneficial Assignment and does hereby sell, assign, transfer, convey and deliver to BIDCO its entire legal right, title and interest in and to the Trademarks and its entire right, title and interest in and to the Trademark Registrations throughout the world and all rights corresponding thereto together with any goodwill remaining in such and associated with the Trademark Rights, and all benefits, privileges, causes of action, common law rights, and remedies relating thereto throughout the world, including, without limitation, all of MSXI's rights to:  
(a) apply for and maintain all registrations, renewals and/or extensions of the Trademark Rights (b) sue and otherwise bring actions and recover damages and

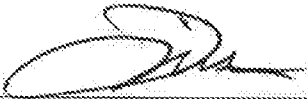
payments for past, present and future infringement, misappropriation, dilution or other violations of the Trademark Rights, and (c) grant license or other interest in or to the Trademark Rights.

2. MSXI hereby authorizes and requests the Commissioner of the United States Patents and Trademarks Office, the World Intellectual Property Organization, and the empowered officials of all other governments, and the diverse registrars, commissioners and other official authorities charged with the registration and issuance of trademarks registrations in the various jurisdictions affected to record BIDCO as the owner of the Trademark Registrations.
3. Upon the request of the BIDCO, MSXI agrees for itself and its successors, representatives and assigns, without further compensation, to perform such lawful acts and to sign such further applications, assignments, statements and other lawful documents as BIDCO may reasonably request to confirm and effectuate fully the assignments contained herein.
4. This Confirmatory Assignment is binding on MSXI and its successors and assigns, and will inure to the benefit of BIDCO and its successors and assigns, and shall be governed as to its validity, interpretation and effect by the laws of the State of Delaware without giving effect to any conflict or choice of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Delaware.

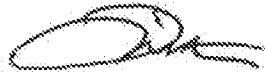
IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute and deliver this Patent Assignment as of the 12th day of October, 2020.

**BY: MSX INTERNATIONAL, INC.**

**BY: PACIFIC (BC) BIDCO LIMITED**



Name: Fred Minturn  
Title: President and CEO

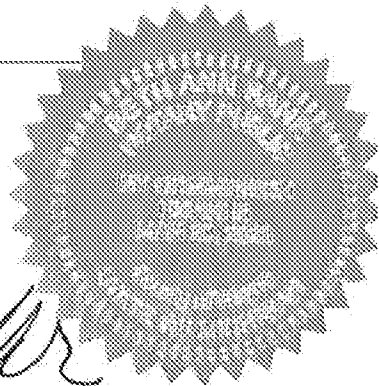


Name: Fred Minturn  
Title: Director

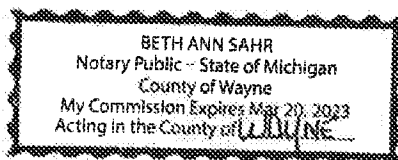
Notary:



Notary:



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**TRADEMARK**  
**REEL: 007078 FRAME: 0536**

**EXHIBIT A**  
**TRADEMARK REGISTRATIONS**

Country	Mark	App. No.	File Date	Reg. No.	Reg. Date
MEXICO	FUELED BY CHALLENGE POWERING SUCCESS	1204164	8/18/2011	1317885	10/4/2012
MEXICO	FUELED BY CHALLENGE POWERING SUCCESS	1204166	8/18/2011	1261674	1/20/2012
MEXICO	FUELED BY CHALLENGE POWERING SUCCESS	1204167	8/18/2011	1259352	1/6/2012
EUROPEAN UNION	FUELED BY CHALLENGE. POWERED BY SUCCESS.	010201812	8/17/2011	010201812	3/9/2012
AUSTRALIA	MSX INTERNATIONAL & DESIGN	1472732	2/3/2012	1472732	5/31/2012
CANADA	FUELED BY CHALLENGE. POWERING SUCCESS.	1538598	8/5/2011	TMA893030	12/29/2014
EUROPEAN UNION	FUELED BY CHALLENGE. POWERING SUCCESS.	010536811	1/2/2012	010536811	5/30/2012
SOUTH KOREA	FUELED BY CHALLENGE. POWERING SUCCESS.	220/2012	1/3/2012	256912	4/18/2013
UNITED STATES	FUELED BY CHALLENGE. POWERING SUCCESS.	85/390,465	8/5/2011	4,227,208	10/16/2012
AUSTRALIA	MSX	739665	7/22/1997	739665	7/2/1999
ARGENTINA	MSX INTERNATIONAL	2834016	6/25/2008	2296344	6/18/2009
ARGENTINA	MSX INTERNATIONAL	2834017	6/25/2008	2296345	6/18/2009
ARGENTINA	MSX INTERNATIONAL	2834018	6/25/2008	2296346	6/18/2009
AUSTRALIA	MSX INTERNATIONAL	778746	11/18/1998	778746	9/22/2000
BRAZIL	MSX INTERNATIONAL	829567291	1/24/2008	829567291	8/10/2010
BRAZIL	MSX INTERNATIONAL	829567305	1/24/2008	829567305	8/10/2010
BRAZIL	MSX INTERNATIONAL	829567275	1/24/2008	829567275	8/10/2010
BRAZIL	MSX INTERNATIONAL	-	3/12/1998	820606413	5/28/2002
CANADA	MSX INTERNATIONAL	0896993	11/18/1998	TMA529701	6/22/2000

Country	Mark	App. No.	File Date	Reg. No.	Reg. Date
CANADA	MSX INTERNATIONAL	0878807	5/20/1998	TMA567826	9/23/2002
CHINA	MSX INTERNATIONAL	na	7/5/1999	1547815	3/28/2001
CHINA	MSX INTERNATIONAL	7931200	12/21/2009	7931200	3/28/2011
EUROPEAN UNION	MSX INTERNATIONAL	993121	11/18/1998	993121	4/14/2000
INDIA	MSX INTERNATIONAL	2247053	12/9/2011	2247053	10/17/2013
INDIA	MSX INTERNATIONAL	2247054	12/9/2011	2247054	10/18/2013
INDIA	MSX INTERNATIONAL	2247055	12/9/2011	2247055	10/18/2013
JAPAN	MSX INTERNATIONAL	2008-64329	7/31/2008	5251599	7/24/2009
MEXICO	MSX INTERNATIONAL	1234506	12/9/2011	1284879	5/14/2012
MEXICO	MSX INTERNATIONAL	1234509	12/9/2011	1284385	5/9/2012
MEXICO	MSX INTERNATIONAL	1234504	12/9/2011	1307329	8/28/2012
SOUTH AFRICA	MSX INTERNATIONAL	201132050	12/13/2011	201132050	3/25/2014
SOUTH AFRICA	MSX INTERNATIONAL	201132051	12/13/2011	201132051	3/25/2014
SOUTH AFRICA	MSX INTERNATIONAL	201132052	12/13/2011	201132052	3/25/2014
SOUTH KOREA	MSX INTERNATIONAL	330/2008	1/7/2008	177760	11/26/2008
UNITED STATES	MSX INTERNATIONAL	85/485,617	12/2/2011	4,179,244	7/24/2012
ARGENTINA	THE SMART ALTERNATIVE	2834015	6/25/2008	2296343	6/18/2009
ARGENTINA	MSX INTERNATIONAL & DESIGN	2834019	6/25/2008	2296347	6/18/2009
ARGENTINA	MSX INTERNATIONAL & DESIGN	2834020	6/25/2008	2296348	6/18/2009
ARGENTINA	MSX INTERNATIONAL & DESIGN	2834021	6/25/2008	2296349	6/18/2009
AUSTRALIA	MSX INTERNATIONAL & DESIGN	778748	11/18/1998	778748	9/22/2000
BRAZIL	MSX INTERNATIONAL & DESIGN	829567330	1/24/2008	829567330	8/10/2010
BRAZIL	MSX INTERNATIONAL & DESIGN	829567321	1/24/2008	829567321	8/10/2010
BRAZIL	MSX INTERNATIONAL & DESIGN	829567356	1/24/2008	829567356	10/26/2010
BRAZIL	MSX INTERNATIONAL & DESIGN	820420840	9/8/1998	820420840	4/3/2001
CANADA	MSX INTERNATIONAL & DESIGN	0896994	11/18/1998	TMA529703	6/22/2000
CHINA	MSX INTERNATIONAL & DESIGN	na	7/5/1999	1547816	3/28/2001

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Country	Mark	App. No.	File Date	Reg. No.	Reg. Date
CHINA	MSX INTERNATIONAL & DESIGN	7931201	12/21/2009	7931201	4/28/2011
EUROPEAN UNION	MSX INTERNATIONAL & DESIGN	1001049	11/18/1998	1001049	7/3/2000
INDIA	MSX INTERNATIONAL & DESIGN	2247056	12/9/2011	2247056	10/18/2013
INDIA	MSX INTERNATIONAL & DESIGN	2247057	12/9/2011	2247057	10/14/2013
INDIA	MSX INTERNATIONAL & DESIGN	2247058	12/9/2011	2247058	10/15/2013
MEXICO	MSX INTERNATIONAL & DESIGN	1234511	12/9/2011	1284880	5/14/2012
MEXICO	MSX INTERNATIONAL & DESIGN	1234512	12/9/2011	1288397	5/31/2012
MEXICO	MSX INTERNATIONAL & DESIGN	1234510	12/9/2011	1307330	8/28/2012
SOUTH AFRICA	MSX INTERNATIONAL & DESIGN	201132053	12/13/2011	201132053	3/25/2014
SOUTH AFRICA	MSX INTERNATIONAL & DESIGN	201132054	12/13/2011	201132054	3/25/2014
SOUTH AFRICA	MSX INTERNATIONAL & DESIGN	201132055	12/13/2011	201132055	3/25/2014
SOUTH KOREA	MSX INTERNATIONAL & DESIGN	331/2008	1/7/2008	176298	10/27/2008
UNITED STATES	MSX INTERNATIONAL & DESIGN	85/485,626	12/2/2011	4,179,247	7/24/2012

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