

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM608547

<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>
STEMCO Products, Inc.		09/01/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Motor Wheel, LLC		
<b>Street Address:</b>	500 Park Boulevard		
<b>City:</b>	Itasca		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60143		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2906812	CENTRIFUSE	
<b>Registration Number:</b>	1524390	MOTOR WHEEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2342184050		
<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>	2342099169		
<b>Email:</b>	ipdocket@dkmiplaw.com		
<b>Correspondent Name:</b>	David P. Dureska		
<b>Address Line 1:</b>	4518 Fulton Drive NW, Ste. 200		
<b>Address Line 4:</b>	Canton, OHIO 44718		
<b>NAME OF SUBMITTER:</b>	David J. Danko		
<b>SIGNATURE:</b>	/David J. Danko/		
<b>DATE SIGNED:</b>	11/13/2020		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is dated and delivered as of September 1, 2020, by and between STEMCO Products, Inc., a Delaware corporation (the "Seller") and Motor Wheel, LLC, a Delaware limited liability company (the "Buyer"). Seller and Buyer are collectively referred to herein as the "Parties" and each, a "Party."

WHEREAS, Hendrickson USA, LLC, a Delaware limited liability company ("Hendrickson"), and Seller have entered into that certain Asset Purchase Agreement, dated as of August 14, 2020 (the "Purchase Agreement"), providing for, among other things, the assignment by the Seller to Buyer of the trademarks identified on Schedule 1 attached hereto, together with the goodwill associated therewith (collectively, the "Trademarks");

WHEREAS, pursuant to Section 9.5 of the Purchase Agreement, Hendrickson has assigned to Buyer its right to purchase the Trademarks; and

WHEREAS, Buyer desires to acquire all right, title and interest in and to the Trademarks and the goodwill associated therewith pursuant to the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Seller hereby conveys and assigns to Buyer all of its right, title and interest in and to the Trademarks (including all common law rights in and to such Trademarks the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks and any priority right that may arise from use of the Trademarks), free and clear of all Liens, and all goodwill represented and symbolized thereby with all rights to sue and recover damages and/or profits for past infringements, the same to be held and enjoyed by Seller, its successors and assigns as fully and entirely as said interest could have been held and enjoyed by Buyer had this conveyance and assignment not been made.

Seller further agrees to take all commercially reasonable additional actions and to execute such further assignments and other lawful documents as Buyer may reasonably request (and at Buyer's expense) to effectuate fully this Assignment and to permit Buyer to be duly recorded in all applicable jurisdictions as the registered owner and proprietor of the rights hereby conveyed.

This Assignment is intended to be solely a document to evidence and effectuate assignment and conveyance. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Nothing contained in this Assignment is intended to, nor shall it, extend, amplify, supersede or otherwise alter the representations, warranties, covenants and obligations of the Parties contained in the Purchase Agreement or the survival thereof.

This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. This Assignment shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to any Law or rule that would cause the Laws of any jurisdiction other than the State of Delaware to be applied. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed and delivered by a duly authorized officer of Seller as of the day and year first above written.

**SELLER:**

**STEMCO PRODUCTS, INC.**, a Delaware corporation

By: Tanya D. Greeley  
Name: Tanya D. Greeley  
Title: Vice President and Secretary

[Signature Page to Trademark Assignment]

**TRADEMARK**  
**REEL: 007105 FRAME: 0147**

Schedule 1 to Trademark Assignment

**Trademarks**

Country	Mark	Status and Reg. No.	Goods	App Date	Reg. Date	Owner
Australia	<b>CENTRIFUSE</b> (stylized form)	Registered No. 180206	Class 12: Metal brake drums for automotive vehicles, trailers and airplanes	May 8, 1963	May 8, 1963	Stemco Products, Inc.
Brazil	CENTRIFUSE (typed form)	Registered No. 910962294	Class 12: brake drums for vehicles; brake linings for vehicles; brake shoes for vehicles; brake pads for vehicles; brake discs for vehicles	Apr-28-2016	Apr-3-2018	Stemco Products, Inc.
Canada	<b>CENTRIFUSE</b> (stylized form)	Registered No. TMDA54314	Class 12: brake drums	Mar-23-1932	May 17, 1932	Stemco Products, Inc.
EUTM	CENTRIFUSE (typed form)	Registered No. 011838083	Class 7: Brake linings for machines; brake pads for machines.  Class 12: Brake drums for vehicles; brake shoes for vehicles; brake pads for vehicles; brake linings for vehicles; brake discs for vehicles; brakes for vehicles.	May 23, 2013	Oct-3-2013	Stemco Products, Inc.

United Kingdom	<b>CENTRIFUSE</b> (stylized form)	Registered No. UK00000849030	Class 12: Metal brake drums for motor land vehicles, for trailers, and for aeroplanes	May 14, 1963	May 14, 1963	Stemco Products, Inc.
United States of America	AUTO-CHECK (typed form)	Registered No. 2481412	Class 9: Visual stroke indicator adapted for mounting on an automatic slack adjuster to indicate both correct setup position of the automatic slack adjuster and extent of stroke of a brake operating air chamber	July 16, 1999	Aug-28-2001	Stemco Crewson LLC <sup>1</sup>
United States of America	CENTRIFUSE (typed form)	Registered No. 2906812	Class 12: brake drums for vehicles	Dec-4-2003	Nov-30-2004	Stemco Products, Inc.
United States of America	MOTOR WHEEL (typed form)	Registered No. 1524390	Class 12: [wheels,] brake drums [disc brake rotors,] * and * hubs [and wheel mounting nuts ] for [ passenger car, ] truck and military vehicles.	Oct-5-1987	Feb-14-1989	Stemco Products, Inc.
Venezuela	CENTRIFUSE (typed form)	Registered No. 375832	Class 12: drums for brakes, metal, for motor vehicles and trailers	Mar-1-2018	Apr-10-2019	Stemco Products, Inc.

<sup>1</sup> Seller filed an assignment to reflect the ownership change from Stemco Crewson to Stemco Products, Inc. with the USPTO on August 4, 2020.