

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610986

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Stemco Products | | 10/20/2020 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Infinity Engineered Products, LLC | | |
| Street Address: | 3524 SouthWestern Blvd. | | |
| City: | Fairlawn | | |
| State/Country: | OHIO | | |
| Postal Code: | 44333 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1152146 | SUPER-CUSHION | |
| Registration Number: | 4710871 | SPRINGRIDE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 212.81301600 | | |
| Email: | ms@springutlaw.com | | |
| Correspondent Name: | Milton Springut | | |
| Address Line 1: | 45 Rockefeller Plaza | | |
| Address Line 2: | 20th Floor | | |
| Address Line 4: | New York, NEW YORK 10111 | | |
| NAME OF SUBMITTER: | Milton Springut | | |
| SIGNATURE: | /Milton Springut/ | | |
| DATE SIGNED: | 11/25/2020 | | |
| Total Attachments: 6 | | | |
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”), dated as of November 20, 2020, is by and among Stemco Products, Inc. (the “Seller”), a Delaware corporation, and Infinity Engineered Products, LLC (the “Buyer”), a Delaware limited liability company, and is delivered in connection with the consummation of the transactions contemplated by that certain Asset and Membership Interest Purchase Agreement, dated as of July 29, 2020 (the “Purchase Agreement”). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Purchase Agreement.

Pursuant to the terms of the Purchase Agreement, and in consideration of the Buyer’s payment of the Purchase Price specified therein, the Seller does hereby sell, assign, convey, transfer and deliver to the Purchaser, its successors and its assigns, all Intellectual Property of the Seller related primarily to the Business to Buyer (including, without limitation, those listed in the **Appendix** attached hereto) (together, the “Proprietary Rights”), together with the goodwill associated therewith, and including, without limitation, all common law rights in and to the Proprietary Rights and the right, if any, to secure all renewals and extensions thereof in all countries, and the right to sue and recover for, and the right to profits or damages due, accrued, arising out of or in connection with, any and all past, present or future infringements or dilution of, or damage or injury to the Proprietary Rights or the accompanying goodwill.

This Assignment is executed and delivered pursuant to, and is subject to the terms of, the Purchase Agreement, and nothing contained herein is intended to supersede, alter, modify, replace, amend, change, rescind, waive, expand, diminish or otherwise affect any of the terms set forth in the Purchase Agreement, including, without limitation, the representations, warranties, covenants and agreements set forth in the Purchase Agreement.

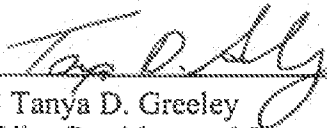
This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware, and shall be binding upon the Seller and the Buyer and shall inure to the benefit of such parties and their successors and assigns. This Assignment may be executed in two or more counterparts (including counterparts transmitted in .pdf or similar format or any electronic signature complying with the ESIGN Act of 2000, e.g., www.docuSign.com), each of which will be deemed an original but all of which will constitute but one instrument.

[Signatures on the following page]

IN WITNESS WHEREOF, the Seller and the Buyer have executed this Assignment effective as of the date first written above.

SELLER:

Stemco Products, Inc.

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

BUYER:

Infinity Engineered Products, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Seller and the Buyer have executed this Assignment effective as of the date first written above.

SELLER:

Stemco Products, Inc.

By: _____

Name:

Title:

BUYER:

Infinity Engineered Products, LLC

DocuSigned by:

By: Abel Osorio _____

Name: Abel Osorio

Title: Authorized Officer

Appendix

Proprietary Rights

Trademarks:

| TRADEMARK | COUNTRY | APP. NO. | APP. DATE | REG. NO. | REG. DATE | GOODS/SERVICES |
|---------------|--------------------------|---------------|-------------|---------------|-------------|--|
| SPRINGRIDE | France | 16/4318619 | Nov-30-2016 | 4318619 | Nov-30-2016 | 12 Blowers, pneumatic springs, suspensions and pneumatic shock-absorbers for vehicles |
| SPRINGRIDE | United Kingdom | UK00001393336 | Jul-28-1989 | UK00001393336 | Jul-28-1989 | 7 Shock absorbing cylinders (machine parts); screw jacks (machines); flexible jacks (power operated); hydraulic jacks; pneumatic jacks; shock absorbers for machines; bellows and pneumatic springs, all being parts of machines; all included in Class 7. |
| SPRINGRIDE | United States of America | 86254801 | Apr-17-2014 | 4710871 | Mar-31-2015 | 12 Land vehicle suspension parts, namely, air springs |
| SUPER-CUSHION | United States of America | 73196020 | Dec-7-1978 | 1152146 | Apr-28-1981 | 7 Air Springs Used in Suspending Heavy Industrial Machinery 12 Air Springs Used in Suspending Heavy Vehicles |

Patents:

| TITLE | COUNTRY | STATUS | APP. NUMBER | DATE FILED | PATENT NUMBER | GRANT DATE |
|---|--------------------------|---------|-------------|--------------|---------------|--------------|
| AIR SPRING BUMPER AND METHOD OF MOUNTING | United States of America | Expired | 09/085,936 | May 28, 1998 | 5934652 | Aug 10, 1999 |
| AIR SPRING HEIGHT MEASUREMENT ARRANGEMENT | United States of America | Issued | 14/066,815 | Oct 30, 2013 | 9163924 | Oct 20, 2015 |
| AIR SPRING HEIGHT MEASUREMENT ARRANGEMENT | United States of America | Issued | 14/857,478 | Sep 17, 2015 | 9683870 | Jun 20, 2017 |
| AIR SPRING HEIGHT MEASUREMENT | United States of | Issued | 15/594,034 | May 12, 2017 | 10295375 | May 21, 2019 |

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| ARRANGEMENT | America | | | | | | | |
| AIR SPRING UPPER RETAINER | United States of America | Issued | 10/009,695 | Nov 6, 2001 | 6926264 | Aug 9, 2005 | | |
| AIR SPRING WITH A SENSOR ARRANGEMENT | United States of America | Abandoned | 15/140,033 | Apr 27, 2016 | | | | |
| AIR SPRING WITH A SENSOR ARRANGEMENT | United States of America | Issued | 14/061,874 | Oct 24, 2013 | 9327572 | May 3, 2016 | | |
| AIR SPRING WITH LATERAL RESTRAINT AND AXIAL CONTROL | United States of America | Issued | 09/494,416 | Jan 31, 2000 | 6402128 | Jun 11, 2002 | | |
| AIR SPRING WITH STEPPER MOTOR | United States of America | Abandoned | 14/951,141 | Nov 24, 2015 | | | | |
| AIR SPRING PNEUMATIC VALVE | United States of America | Issued | 14/133,754 | Dec 19, 2013 | 9211776 | Dec 15, 2015 | | |
| AIR SPRING PNEUMATIC VALVE DRIVEN PNEUMATIC VALVE | United States of America | Issued | 10/624,729 | Jul 21, 2003 | 6786476 | Sep 7, 2004 | | |
| AIRSPRING | United States of America | Expired | 09/084,761 | May 26, 1998 | 6123325 | Sep 26, 2000 | | |
| AIRRIGHT END RETAINER FOR AN AIRSPRING | United States of America | Expired | 08/418,984 | Apr 7, 1995 | 5580033 | Dec 3, 1996 | | |
| BELLOWS TYPE AIR SPRING AND METHOD OF MAKING SAME | United States of America | Pending | 15/183,586 | Jun 15, 2016 | 10690208 | June 23, 2020 | | |
| COMPOSITE BEAD PLATE AND AN AIR SPRING USING THE SAME | United States of America | Issued | 14/200,150 | Mar 7, 2014 | 9388876 | Jul 12, 2016 | | |
| COMPOSITE BEAD PLATE AND AN AIR SPRING USING THE SAME | European Patent Office | Abandoned | 16161508.3 | Mar 22, 2016 | | | | |
| DIFFERENTIAL MAGNETIC PROXIMITY SENSOR | PCT | Completed | PCT/EP17/56428 | Mar 17, 2017 | | | | |
| DIFFERENTIAL MAGNETIC PROXIMITY SENSOR | European Patent Office | Issued | 17710574.9 | Mar 17, 2017 | 3433570 | Sep 23, 2020 | | |
| DIFFERENTIAL MAGNETIC PROXIMITY SENSOR | United States of America | Issued | 16/086,406 | Mar 17, 2017 | 10794680 | Oct 6, 2020 | | |
| DIFFERENTIAL MAGNETIC PROXIMITY SENSOR | United States of America | Pending | 17/062,878 | Oct 5, 2020 | | | | |
| DISTANCE MEASUREMENT SENSOR BASED ON MAGNETIC SIGNAL TRIANGULATION | United States of America | Pending | 16/373,755 | Apr 3, 2019 | | | | |
| DISTANCE MEASUREMENT SENSOR BASED ON MAGNETIC SIGNAL TRIANGULATION | United States of America | Issued | 14/248,703 | Apr 9, 2014 | 9562758 | Feb 7, 2017 | | |

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| DISTANCE MEASUREMENT SENSOR BASED ON MAGNETIC SIGNAL TRIANGULATION | United States of America | Issued | 15/382,875 | Dec 19, 2016 | 10267615 | Apr 23, 2019 |
| ENERGY TRANSFORMING UNIT FOR DISTANCE MEASUREMENT SENSOR | United States of America | Abandoned | 15/469,049 | Mar 24, 2017 | | |
| ENERGY TRANSFORMING UNIT FOR DISTANCE MEASUREMENT SENSOR | United States of America | Issued | 14/098,866 | Dec 6, 2013 | 9634543 | Apr 25, 2017 |
| FREQUENCY HOPPING FOR SMART AIR SPRINGS | United States of America | Issued | 14/085,325 | Nov 20, 2013 | 9349281 | May 24, 2016 |
| FREQUENCY HOPPING FOR SMART AIR SPRINGS | United States of America | Issued | 15/140,112 | Apr 27, 2016 | 10138974 | Nov 27, 2018 |
| HEIGHT SENSOR FOR AN AIR SPRING | United States of America | Issued | 14/090,735 | Nov 26, 2013 | 8915508 | Dec 23, 2014 |
| MEASURING RANGE SHIFT FOR SMART AIR SPRINGS | United States of America | Abandoned | 15/468,970 | Mar 24, 2017 | | |
| MEASURING RANGE SHIFT FOR SMART AIR SPRINGS | United States of America | Issued | 14/085,298 | Nov 20, 2013 | 9631694 | Apr 25, 2017 |
| NON-CONTACT POWER SUPPLY FOR HEIGHT SENSOR WITH SINGLE CABLE | United States of America | Issued | 14/248,708 | Apr 9, 2014 | 9694640 | Jul 4, 2017 |
| PRESS TOGETHER AIR SPRING | United States of America | Expired | 09/116,297 | Jul 16, 1998 | 6460836 | Oct 8, 2002 |
| PUSH-ON AIR SPRING BUMPER | United States of America | Issued | 09/378,828 | Aug 23, 1999 | 6234460 | May 22, 2001 |
| SHAPED RUBBER FLEXIBLE MEMBER | United States of America | Abandoned | 14/878,792 | Oct 8, 2015 | | |
| SHAPED RUBBER FLEXIBLE MEMBER | United States of America | Completed | 62/062,767 | Oct 10, 2014 | | |
| AIR SPRING HAVING COMPOSITE PARTS | United States of America | Pending | 62/959,531 | Jan 10, 2020 | | |

TRADEMARK

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RECORDED: 11/25/2020