

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM612177

| | | | |
|---|--|------------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Shiloh Industries, Inc. | | 11/30/2020 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Grouper Acquisition Company, LLC | | |
| Street Address: | 201 East Main St, Suite 810 | | |
| City: | Lexington | | |
| State/Country: | KENTUCKY | | |
| Postal Code: | 40507 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4716501 | BODY-IN-LIGHT | |
| Registration Number: | 5101040 | LIGHTWEIGHTING WITH BENEFITS | |
| Registration Number: | 4577095 | LIGHTWEIGHTING WITHOUT COMPROMISE | |
| Registration Number: | 5124333 | S | |
| Registration Number: | 5188330 | SAFE. SILENT. STRONG. SUSTAINABLE. | |
| Registration Number: | 1883994 | SHILOH | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2123101659 | | |
| <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: | 2126264557 | | |
| Email: | NYCTrademarks@bakermckenzie.com | | |
| Correspondent Name: | Lisa W. Rosaya | | |
| Address Line 1: | 452 Fifth Avenue | | |
| Address Line 2: | Baker & McKenzie LLP | | |
| Address Line 4: | New York, NEW YORK 10018 | | |
| ATTORNEY DOCKET NUMBER: | 10119933-50750876 | | |
| NAME OF SUBMITTER: | Lisa W. Rosaya | | |
| SIGNATURE: | /Lisa W. Rosaya/ | | |
| DATE SIGNED: | 12/03/2020 | | |

CH \$165.00 4716501

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), effective as of November 30, 2020 (the "Effective Date"), is made by and between:

Shiloh Industries, Inc., a Delaware corporation, having an address at 880 Steel Drive Valley City, Ohio 44280, USA ("Assignor"); and

Grouper Acquisition Company, LLC, Delaware limited liability company, having an address at 201 East Main St, Suite 810, Lexington, KY 40507, USA ("Assignee").

WHEREAS, Grouper Holdings, LLC and Shiloh Industries, Inc. entered into the Stock and Asset Purchase Agreement dated August 30, 2020 ("Purchase Agreement") and pursuant to other agreements, such as the IP Rights Transfer Agreement, Shiloh Industries, Inc. or its designated affiliate, have agreed to sell transfer and assign to Assignee, and Assignee agreed to purchase, acquire and accept from Assignor, all of Assignor's right, title and interest in and to the Trademarks listed in Schedule 1 hereto, together with all goodwill of any business associated therewith, which business is ongoing and existing, and all applications, registrations and renewals in connection therewith (the "Assigned Trademarks") as of the Effective Date; and

NOW, THEREFORE, for good and valuable consideration, receipt of which the parties acknowledge, and by signing and delivering this instrument, Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee all of the Assignor's right, title, and interest in and to the Assigned Trademarks including, but not limited to:

- (i) all goodwill associated with the business related to the Assigned Trademarks together with all rights to use, license and otherwise exploit the Assigned Trademarks;
- (ii) all income, royalties, damages, and payments hereafter due or payable to the Assignor with respect to the Assigned Trademarks, including without limitation unpaid damages and payments for past, present, and future infringements of any Assigned Trademark;
- (iii) all rights in and under the Assigned Trademarks to the fullest extent allowed by law as fully as the Assignor would have held the same in the absence of this assignment; and
- (iv) all rights to sue and recover damages and payments for past, present, and future infringements or dilution of any of the Assigned Trademarks, including the right to fully and entirely replace the Assignor in all related matters.

Assignee has succeeded to all right, title, and standing of Assignor to: (a) receive all rights and benefits pertaining to the Assigned Trademarks and related rights described above and (b) commence, prosecute, defend and settle all claims and take all actions that Assignee, in its sole discretion, may elect in relation to the Assigned Trademarks described above. This Assignment (i) is irrevocable and effective upon the Effective Date and (ii) benefits and binds the parties to this Assignment and their respective successors and assigns.

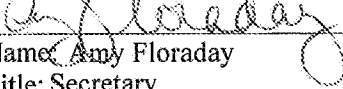
From and after the date hereof, Assignor shall, upon request and at the expense of Assignee, but without further consideration, do, execute, acknowledge, deliver and file, or shall cause to be done, executed, acknowledged, delivered and filed, all such further acts, deeds, transfers, conveyances, assignments or assurances as may be reasonably requested by Assignee to transfer, convey and assign to

Assignee possession and use of the Assigned Trademarks to comply with all applicable legal requirements to effect such transfers, conveyances and assignments.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed.

Shiloh Industries, Inc.

Grouper Acquisition Company, LLC

By: 
Name: Amy Floraday
Title: Secretary

By: _____
Name: John Stewart
Title: President

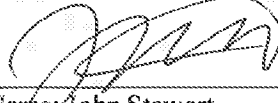
Assignee possession and use of the Assigned Trademarks to comply with all applicable legal requirements to effect such transfers, conveyances and assignments.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed.

Shiloh Industries, Inc.

Grouper Acquisition Company, LLC

By: _____
Name:
Title:

By: 
Name: John Stewart
Title: President

SCHEDULE 1

| Trademark | Appl. No. | Reg. No. | Filing Date | Reg. Date | Country |
|---|------------------|-----------------|--------------------|------------------|---------------------------|
| BODY-IN-LIGHT | 86/419476 | 4716501 | 09-Oct-2014 | 07-Apr-2015 | USA |
| LIGHTWEIGHTING WITH BENEFITS | 1720541 | TMA1025429 | 23-Mar-2015 | 17-Jun-2019 | Canada |
| LIGHTWEIGHTING WITH BENEFITS | 1262976 | 1262976 | 3-Sep-2015 | 23-Mar-2015 | China |
| LIGHTWEIGHTING WITH BENEFITS | 1262976 | 1262976 | 23-Mar-2015 | 07-May-2016 | European Union |
| LIGHTWEIGHTING WITH BENEFITS | 1262976 | 1262976 | 23-Mar-2015 | 23-Mar-2015 | Int'l Registration |
| LIGHTWEIGHTING WITH BENEFITS | 1655845 | 1659686 | 23-Mar-2015 | 26-Jul-2016 | Mexico |
| LIGHTWEIGHTING WITH BENEFITS | 86/568163 | 5101040 | 18-Mar-2015 | 13-Dec-2016 | USA |
| LIGHTWEIGHTING WITHOUT COMPROMISE | 1720081 | TMA992460 | 19-Mar-2015 | 14-Mar-2018 | Canada |
| LIGHTWEIGHTING WITHOUT COMPROMISE | 1185569 | 1185569 | 08-Nov-2013 | | China (People's Republic) |
| LIGHTWEIGHTING WITHOUT COMPROMISE | 1185569 | 1185569 | 08-Nov-2013 | 21-Oct-2014 | European Union |
| LIGHTWEIGHTING WITHOUT COMPROMISE | 1185569 | 1185569 | 08-Nov-2013 | 08-Nov-2013 | Int'l Registration |
| LIGHTWEIGHTING WITHOUT COMPROMISE | 1445304 | 1479635 | 08-Nov-2013 | 9-Sep-2014 | Mexico |
| LIGHTWEIGHTING WITHOUT COMPROMISE | 85/928306 | 4577095 | 10-May-2013 | 29-Jul-2014 | USA |
| S Design  | 87/092942 | 5124333 | 05-Jul-2016 | 17-Jan-2017 | USA |
| S SHILOH & Design in color  | 1258210 | 1258210 | 30-Jul-2015 | 02-Jun-2015 | China |
| S SHILOH & Design in color | 13808969 | 13808969 | 10-Mar-2015 | 02-Jul-2015 | European Union |

| Trademark | Appl. No. | Reg. No. | Filing Date | Reg. Date | Country |
|--|-----------|----------|-------------|-------------|--------------------|
|  | | | | | |
| S SHILOH & Design in color  | 1258210 | 1258210 | 02-Jun-2015 | 02-Jun-2015 | Int'l Registration |
| S SHILOH & Design in color  | 1258210 | 1258210 | 02-Jun-2015 | 19-Feb-2016 | Norway |
| S SHILOH & Design in color  | 1258210 | 1258210 | 02-Jun-2015 | 18-Jul-2016 | Switzerland |
| SAFE, SILENT, STRONG, SUSTAINABLE | 87/054504 | 5188330 | 31-May-2016 | 18-Apr-2017 | USA |
| SHILOH | 27483796 | 27483796 | 15-Nov-2017 | 28-Apr-2020 | China |
| SHILOH | 27483795 | 27483795 | 15-Nov-2017 | 28-Dec-2019 | China |
| SHILOH | 27483794 | 27483794 | 15-Nov-2017 | 28-Dec-2019 | China |
| SHILOH | 27483793 | 27483793 | 15-Nov-2017 | 28-Dec-2019 | China |
| SHILOH | 41104513 | 41104513 | 18-Sep-2019 | 14-Aug-20 | China |
| SHILOH | 74/418664 | 1883994 | 30-Jul-1993 | 14-Mar-1995 | USA |