

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM658753

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900622578		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LMS Bearings LLC		06/02/2021	Limited Liability Company: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	P.T. International Corp.		
<b>Street Address:</b>	1817 Westinghouse Boulevard		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28273		
<b>Entity Type:</b>	Corporation: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5523339	LMS BEARINGS	
<b>Registration Number:</b>	5549295	LMS BEARINGS	
<b>Registration Number:</b>	5523342	LMS BEARINGS THE OEM'S SOURCE FOR POWERT	
<b>Registration Number:</b>	5676365	THE OEM'S SOURCE FOR POWER TRANSMISSIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4122091845		
<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>	4122974900		
<b>Email:</b>	iptrademark.dcg@dentons.com		
<b>Correspondent Name:</b>	Dentons Cohen & Grigsby P.C.		
<b>Address Line 1:</b>	625 Liberty Avenue		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15222-3152		
<b>ATTORNEY DOCKET NUMBER:</b>	LMS/PTI		
<b>NAME OF SUBMITTER:</b>	Robyn A. Shelton		
<b>SIGNATURE:</b>	/robyn a. shelton/		
<b>DATE SIGNED:</b>	07/08/2021		

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“**Trademark Assignment**”), dated as of June 2, 2021 and effective as of February 21, 2018 (the “**Effective Date**”), is made by LMS Bearings LLC, a Colorado limited liability company, having a principal address of 1751 Panorama Point, Lafayette, Colorado 80026 (“**Assignor**”) and P.T. International LLC, a North Carolina limited liability company (as successor-in-interest to P.T. International Corp., a North Carolina corporation), having a principal address of 1817 Westinghouse Boulevard, Charlotte, North Carolina 28273 (“**Assignee**”).

Prior to the Effective Date, Assignor is the owner of the Assigned Trademarks (as defined below); and

Effective as of the Effective Date, Assignor desires to transfer and convey to Assignee any and all rights that Assignor has in and to the Assigned Trademarks, together with the goodwill of the business in connection with which the Assigned Trademarks are used and which is symbolized by the Assigned Trademarks, along with the right to recover for damages and profits for past infringements thereof.

NOW THEREFORE, the parties, intending to be legally bound, agree as follows:

**1. Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor’s right, title and interest in and to the following (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks, as of the Effective Date:

(a) the trademark registrations set forth on **Schedule 1** hereto and all issuances, extensions and renewals thereof;

(b) all trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services related to the Assigned Trademarks, whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world;

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds due or payable after the Effective Date with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the Effective Date, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or

default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

**2. Recordation and Further Actions.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

**3. Counterparts.** This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark 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 Trademark Assignment.

**4. Successors and Assigns.** This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

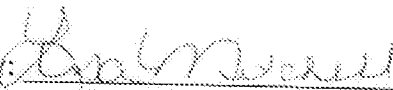
**5. Governing Law.** This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the state of North Carolina, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date set forth above.

ASSIGNOR:

LMS Bearings LLC

By: 

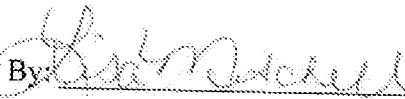
Name: Lisa Mitchell

Title: Chief Executive Officer

ASSIGNEE:

P.T. International Corp.



By: P.T. International LLC, its  
successor-in interest

By: 

Name: Lisa Mitchell

Title: Chief Executive Officer

**SCHEDULE 1**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Class(es)</b>
LMS BEARINGS	US	5,523,339	July 24, 2018	07
	US	5,549,295	August 28, 2018	07
	US	5,523,342	July 24, 2018	07
THE OEM'S SOURCE FOR POWER TRANSMISSION SOLUTIONS	US	5,676,365	May 8, 2018	07