

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691601

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ContiTech USA, Inc.		07/01/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Loc Performance Products, LLC		
Street Address:	13505 N. Haggerty Road		
City:	Plymouth		
State/Country:	MICHIGAN		
Postal Code:	48170		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	74379459	TRACKMAN	
Serial Number:	76263145	ARCTIC TRACK	
Serial Number:	86539728	TRACKMAN	
Serial Number:	86674306	TRACKMAN	
Serial Number:	78910260	ARMORLUG	
Serial Number:	86562142	ROWTECH	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	068745-0004		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	12/01/2021		

OP \$165.00 74379459

Total Attachments: 11

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the “Agreement”) is made by and between ContiTech USA, Inc., a Delaware corporation (“Assignor”), and Loc Performance Products, LLC, a Michigan limited liability company (“Assignee”). Assignor and Assignee may, together, be referred to as the “Parties,” and each, individually, a “Party.” All capitalized terms used herein but not otherwise defined shall have the meanings given to them in the Purchase Agreement (as defined below).

INTRODUCTORY STATEMENTS:

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of July 1, 2021 (the “Purchase Agreement”); and

WHEREAS, pursuant to the Purchase Agreement and subject to all the terms and conditions thereof, Assignor is selling to Assignee substantially all of the assets of the Business.

NOW, THEREFORE, for the good and valuable consideration recited in the Purchase Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, assigns and delivers to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to all Intellectual Property primarily related to or primarily used or held for use in the Business (excluding only the Retained Marks and any other Trademark Rights that are not exclusively used in the Business), including the following (collectively the “Assigned Intellectual Property”):
 - a. The domestic and foreign patents and patent applications listed on **Exhibit A** hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof;
 - b. The trademarks and service marks and registrations and applications therefor as listed on **Exhibit B**, together with the goodwill of the business associated therewith and which is symbolized thereby;
 - c. All rights of any kind whatsoever of Assignor accruing under any of the foregoing under applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, including rights of priority;
 - d. Any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable 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, or after the Closing Time, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, 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.

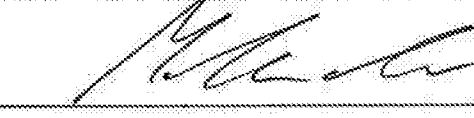
2. Obligations of Assignee. Assignee shall prepare all other documents reasonably required to register or record the assignment of the foregoing, and shall be solely responsible for such registration and recording and all costs associated therewith, including attorneys' fees. Assignee shall be responsible for present and future payment of maintenance, annuity, or other official fees due after the Closing Time in each of the foregoing with the respective patent offices, trademark offices, or other appropriate agencies or entities, regardless of whether such registration and recording has been completed.
3. Further Assurances. Assignor agrees to provide Assignee and its successors and assigns reasonable cooperation and assistance and take such further action and execute any and all powers of attorney, assignments, declarations, affidavits, applications, and any other papers to evidence, perfect or effectuate ownership of all right, title and interest in Assignee of the Assigned Intellectual Property upon reasonable request.
4. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and on each Party's respective successors and assigns.
5. Counterparts. This Agreement 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 Agreement 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 Agreement.
6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed by their authorized representatives below on this 1st day of December, 2021.

ASSIGNOR:
CONTITECH USA, INC.



Printed Name: James T. Hill
Title: Chief Executive Officer



Printed Name: Matthias Schroeder
Title: Chief Financial Officer

ASSIGNEE:
LOC PERFORMANCE PRODUCTS, LLC

Printed Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed by their authorized representatives below on this 1st day of December, 2021.

ASSIGNOR:
CONTITECH USA, INC.

ASSIGNEE:
LOC PERFORMANCE PRODUCTS, LLC



Printed Name: _____

Printed Name: Louis F. Burr, II

Title: _____

Title: President

Printed Name: _____

Title: _____






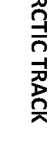
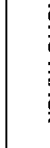

EXHIBIT A – ASSIGNED PATENTS AND PATENT APPLICATIONS


Country Code	Application Number	Publication Number	Grant Number/Status	Title	Date of Priority	Date of Application	Date of Publication	Date of Grant	Registered Owner
EP	18719700.9	EP3609772	Pending	FABRIC REINFORCED RUBBER TRACK CARCASS FOR IMPROVED LOAD/SPEED DURABILITY	12.04.2017	21.03.2018	19.02.2020	-	ContiTech USA, Inc.
US	14/062,052	US 2014125118 A1	US 9434426 B2	Track suspension	02.11.2012	24.10.2013	08.05.2014	06.09.2016	ContiTech USA, Inc.
AU	2013251212	AU 2013251212 A1	AU 2013251212 B2	Track suspension	02.11.2012	30.10.2013	22.05.2014	10.11.2016	ContiTech USA, Inc.
BR	102013028317	BR 102013028317 A2	-	Suspensão de esteira	02.11.2012	01.11.2013	15.12.2015		ContiTech USA, Inc.
CA	2832180	CA 2832180 A1	CA 2832180 C	Track suspension	02.11.2012	01.11.2013	02.05.2014	24.03.2020	ContiTech USA, Inc.
EP (DE, FR, GB, IT, PL)	13190453.4	EP 2727803 A2	EP 2727803 B1	Track suspension	02.11.2012	01.11.2013	02.05.2014	24.03.2020	ContiTech USA, Inc.
US	13/424,459	US 2012242143 A1	US 9567022 B2	Vehicle track	21.03.2011	20.03.2012	27.09.2012	14.02.2017	ContiTech USA, Inc.
EP (DE, FR, GB)	12160335.1	EP 2502807 A2	EP 2502807 B1	Vehicle track	21.03.2011	20.03.2012	26.09.2012	11.7.2018	ContiTech USA, Inc.
US	12/944,398	US 2011121644 A1	US 8567876 B2	Vehicle track	25.11.2009	11.11.2010	26.05.2011	29.10.2013	ContiTech USA, Inc.
AU	2010246328	AU 2010246328 A1	AU 2010246328 B2	Vehicle track	25.11.2009	19.11.2010	09.06.2011	11.08.2016	ContiTech USA, Inc.
CA	2721725	CA 2721725 A1	CA 2721725 C	Vehicle track	25.11.2009	19.11.2010	25.05.2011	17.01.2017	ContiTech USA, Inc.
EP (DE, FR, GB)	10014679.4	EP 2327611 A1	EP 2327611 B1	Vehicle track	25.11.2009	17.11.2010	01.06.2011	18.12.2013	ContiTech USA, Inc.
US	10/841,153	US 2004207259 A1	US 7048343 B2	Endless elastomeric track with corrosion resistant cables	09.05.2002	07.05.2004	21.10.2004	23.05.2006	ContiTech USA, Inc.





Country Code	Application Number	Publication Number	Grant Number/Status	Title	Date of Priority	Date of Application	Date of Publication	Date of Grant	Registered Owner
US	10/142,025	US 2003209941 A1	US 6764143 B2	Endless elastomeric track with corrosion resistant cables	09.05.2002	09.05.2002	13.11.2003	20.07.2004	ContiTech USA, Inc.
BR	0301139	BR 0301139 A	BR 0301139 B1	Lagarta elastomérica sem fim com cabos resistentes à corrosão	09.05.2002	25.04.2003	17.08.2004	03.05.2011	ContiTech USA, Inc.
CA	2424460	CA 2424460 A1	CA 2424460 C	Endless elastomeric track with corrosion resistant cables	09.05.2002	31.03.2003	09.11.2003	18.01.2011	ContiTech USA, Inc.
EP (FR, GB)	03101196.8	EP 1361142 A2	EP 1361142 B1	Endless elastomeric track with corrosion resistant cables	09.05.2002	30.04.2003	12.11.2003	29.08.2007	ContiTech USA, Inc.
US	10/201,737	US 2003080618 A1	US 6799815 B2	Cold environment endless rubber track and vehicle containing such track	12.09.2001	22.07.2002	01.05.2003	05.10.2004	ContiTech USA, Inc.
CA	2394454	CA 2394454 A1	CA 2394454 C	Cold environment endless rubber track and vehicle containing such track	12.09.2001	22.07.2002	12.03.2003	08.12.2009	ContiTech USA, Inc.

TRADEMARK
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EXHIBIT B – ASSIGNED TRADEMARKS, SERVICE MARKS, REGISTRATIONS AND APPLICATIONS

Trademark	Country Code	Filing date	Application No.	Registration date	Registration No.	Index of goods / Class	Registered Owner	Status
 TRACKMAN (STYLIZED)	CA	05.07.1993	732179	17.11.1995	TMA450043	012: Rubber tracks for land vehicles.	ContTech USA, Inc.	Registered
 TRACKMAN (STYLIZED)	US	16.04.1993	74/379459	09.08.1994	1848561	012: rubber tracks for land vehicles.	ContTech USA, Inc.	Registered
 TRACKMAN DESIGN	CA	05.07.1993	732177	14.07.1995	TMA445141	012: Rubber tracks for land vehicles.	ContTech USA, Inc.	Registered
 TRACKMAN DESIGN (OLD)	AU	13.08.1993	609209	13.08.1993	A609209	007: All goods in this class including rubber tracks in this class used as a replacement for steel tracks, primarily on agricultural, construction, military and recreational-type machinery	ContTech USA, Inc.	Registered
 TRACKMAN DESIGN (OLD)	AU	13.08.1993	609210	13.08.1993	A609210	012: All goods in this class including rubber tracks in this class used as a replacement for steel tracks, primarily on agricultural, construction, military and recreational-type vehicles	ContTech USA, Inc.	Registered
 ARCTIC TRACK	CA	25.08.2003	1188085	01.10.2004	TMA621469	07: Rubber tracks for land vehicles.	ContTech USA, Inc.	Registered
 ARCTIC TRACK	US	29.05.2001	76/263145	22.07.2003	2740737	012: Rubber Tracks for Land Vehicles	ContTech USA, Inc.	Registered
 TRACKMAN	FI	25.11.1997	T199704587	25.12.1998	212169	012: Rubber Tracks for Land Vehicles	ContTech USA, Inc.	Registered

Trademark	Country Code	Filing date	Application No.	Registration date	Registration No.	Index of goods / Class	Registered Owner	Status
TRACKMAN	UK	31.07.1995	UK00002028819	15.03.1996	UK00002028819	012: Vehicle tyres; vehicle wheels, hubs and hub caps; vehicle tracks; vehicle belts; parts and fittings for the aforesaid goods.	ContiTech USA, Inc.	Registered
TRACKMAN	MX	10.03.2005	0706547	28.02.2006	922679	012: Rubber tracks for land vehicles.	ContiTech USA, Inc.	Registered
TRACKMAN	US	19.02.2015	86539728	17.01.2017	5124925	012: Solid roller in the nature of wheels, idler in the nature of wheels, and drive wheels for use in rubber track applications.	ContiTech USA, Inc.	Registered
TRACKMAN	EU	14.07.2015	014360721	09.01.2016	14360721	012: Rubber tracks for land vehicles; vehicle tyres; tires for commercial vehicles; inner tubes for tires; valves for tires; drive belts for driving land vehicles; drive transmission devices [belts] for land vehicles; vehicle wheels, hubs and hub caps; tire protection chains.	ContiTech USA, Inc.	Registered
TRACKMAN (new design)	CA	23.02.2018	1884738	06.10.2020	TMA1083751	07: Rubber tracks for land vehicles, namely, rubber tracks being parts of undercarriages for agricultural vehicles, and rubber tracks being parts of undercarriages for construction vehicles	ContiTech USA, Inc.	Registered
TRACKMAN (new design)	US	25.06.2015	86674306	02.02.2016	4895154	012: Rubber tracks for land vehicles.	ContiTech USA, Inc.	Registered
								

Trademark	Country Code	Filing date	Application No.	Registration date	Registration No.	Index of goods / Class	Registered Owner	Status
TRACKMAN (new design)	EU	14.07.2015	014360689	09.01.2016	14360689	012: Rubber tracks for land vehicles; vehicle tires; tires for commercial vehicles; inner tubes for tires; valves for tires; drive belts for driving land vehicles; drive transmission devices [belts] for land vehicles; vehicle wheels, hubs and hub caps; tire protection chains vehicle tracks; vehicle belts.	ContiTech USA, Inc.	Registered
								
TRACKMAN (new design)	Madrid	11.08.2015	1271149	11.08.2015	1271149	012: Rubber tracks for land vehicles.	ContiTech USA, Inc.	Registered
								
TRACKMAN (new design)	AU	11.08.2015	1271149	11.08.2015	1271149	012: Rubber tracks for land vehicles.	ContiTech USA, Inc.	Registered
								
TRACKMAN (new design)	IN	11.08.2015	1271149 (IN application IRI-3232433)	11.08.2015	1271149	012: Rubber tracks for land vehicles.	ContiTech USA, Inc.	Registered
								
TRACKMAN (new design)	MX	11.08.2015	1271149	11.08.2015	1271149	012: Rubber tracks for land vehicles.	ContiTech USA, Inc.	Registered
								
ARMORLUG	CA	29.06.2006	1308578	07.10.2010	TMAA779385	012: Rubber tracks for land vehicles.	ContiTech USA, Inc.	Registered

Trademark	Country Code	Filing date	Application No.	Registration date	Registration No.	Index of goods / Class	Registered Owner	Status
ARMORLUG	MX	22.06.2006	790102	30.06.2006	942585	012: Rubber tracks for land vehicles.	ContiTech USA, Inc.	Registered
ARMORLUG	US	16.06.2006	78910260	22.04.2008	3416136	012: Rubber tracks for land vehicles.	ContiTech USA, Inc.	Registered
ARMORLUG	EU	15.07.2015	014363733	31.12.2015	14363733	012: Rubber chains for land vehicles; Vehicle tires; Tyres for commercial vehicles; Inner tubes for pneumatic tires; Valves for tyres; Driving belts for driving land vehicles; Transmission belts for land vehicles; Wheeled vehicles; Vehicle wheel hubs and hub caps; Tire protection chains.	ContiTech USA, Inc.	Registered
ROWTECH	CA	13.03.2015	1719285	01.12.2015	TMA921851	012: Rubber tracks for land vehicles.	ContiTech USA, Inc.	Registered
ROWTECH	MX	02.12.2015	1686999	02.12.2015	1625401	012: Rubber tracks for land vehicles.	ContiTech USA, Inc.	Registered
ROWTECH	US	12.03.2015	86562142	07.06.2016	4974450	012: Rubber tracks for land vehicles.	ContiTech USA, Inc.	Registered
ROWTECH	EU	15.07.2015	014363725	31.12.2015	14363725	012: Rubber chains for land vehicles; Vehicle tires; Tyres for commercial vehicles; Inner tubes for pneumatic tires; Valves for tyres; Driving belts for driving land vehicles; Transmission belts for land vehicles; Wheeled vehicles; Vehicle wheel hubs and hub caps; Tire protection chains.	ContiTech USA, Inc.	Registered
TERRAINASAUURUS REX	CA	12.03.2018	1887485	18.12.2020	TMA1090097	07: Rubber tracks being parts of undercarriages for agricultural vehicles; rubber tracks being parts of undercarriages for construction vehicles.	ContiTech USA, Inc.	Registered
TERRAINASAUURUS REX	MX	09.03.2018	2020799	22.05.2018	1885513	012: Land vehicles, namely tractors.	ContiTech USA, Inc.	Registered
TRACKKUS MAGNIFICUS	CA	03.10.2018	1923337	-	-	012: Rubber tracks for land vehicles; land vehicles, namely tractors	ContiTech USA, Inc.	Pending
TRACKKUS MAGNIFICUS	MX	02.10.2018	2108521	07.12.2018	1956344	012	ContiTech USA, Inc.	Registered

Trademark	Country Code	Filing date	Application No.	Registration date	Registration No.	Index of goods / Class	Registered Owner	Status
TRACTORUS DOMINUS	CA	23.08.2018	1916336	-	-	012: Rubber tracks for land vehicles; land vehicles, namely tractors	ContiTech USA, Inc.	Pending

Unregistered Trademark	Jurisdictions	Owner
MAXXTUFF	All	ContiTech USA, Inc.
ARMORLUG ULTRA	All	ContiTech USA, Inc.
TRACKMAN HP	All	ContiTech USA, Inc.
TRACKMAN EXTREME	All	ContiTech USA, Inc.

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RECORDED: 12/01/2021