

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM694708

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ContiTech U.S.A., Inc.		12/01/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Loc Performance Products, LLC		
Street Address:	13505 N Haggerty Rd		
City:	PLYMOUTH		
State/Country:	MICHIGAN		
Postal Code:	48170		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1848561	TRACKMAN	
Registration Number:	2740737	ARCTIC TRACK	
Registration Number:	5124925	TRACKMAN	
Registration Number:	4895154	TRACKMAN	
Registration Number:	3416136	ARMORLUG	
Registration Number:	4974450	ROWTECH	
CORRESPONDENCE DATA			
Fax Number:	2485641336		
<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:	2485641635		
Email:	bpanagos@paniplaw.com		
Correspondent Name:	Panagos Kennedy PLLC		
Address Line 1:	3331 West Big Beaver Road		
Address Line 2:	Suite 102		
Address Line 4:	Troy, MICHIGAN 48084		
NAME OF SUBMITTER:	Bill C. Panagos		
SIGNATURE:	/Bill C. Panagos/		
DATE SIGNED:	12/14/2021		

OP \$165.00 1848561

Total Attachments: 9

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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: _____

[Signature Page to IP Assignment Agreement (ContiTech USA, Inc.)]

TRADEMARK
REEL: 007529 FRAME: 0558

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: _____






[Signature Page to IP Assignment Agreement (ContiTech USA, Inc.)]

TRADEMARK
REEL: 007529 FRAME: 0559

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.	ContiTech USA, Inc.	Registered
TRACKMAN (STYLIZED) 	US	16.04.1993	74/379459	09.08.1994	1848561	012: rubber tracks for land vehicles.	ContiTech USA, Inc.	Registered
TRACKMAN DESIGN 	CA	05.07.1993	732177	14.07.1995	TMA445141	012: Rubber tracks for land vehicles.	ContiTech 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	ContiTech 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	ContiTech USA, Inc.	Registered
ARCTIC TRACK	CA	25.08.2003	1188085	01.10.2004	TMA621469	07: Rubber tracks for land vehicles.	ContiTech USA, Inc.	Registered
ARCTIC TRACK	US	29.05.2001	76/263145	22.07.2003	2740737	012: Rubber Tracks for Land Vehicles	ContiTech USA, Inc.	Registered
TRACKMAN	FI	25.11.1997	T199704587	25.12.1998	212169	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	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 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.	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 IRDI-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	TMA779385	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
TERRAINASAURUS 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. 012: Land vehicles, namely tractors.	ContiTech USA, Inc.	Registered
TERRAINASAURUS REX	MX	09.03.2018	2020799	22.05.2018	1885513	012: Rubber tracks for land vehicles.	ContiTech USA, Inc.	Registered
TRACKUS MAGNIFICUS	CA	03.10.2018	1923337	-	-	012: Rubber tracks for land vehicles; land vehicles, namely tractors	ContiTech USA, Inc.	Pending
TRACKUS 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

