

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM791228

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SGL Carbon SE		02/16/2023	Corporation: GERMANY
SGL COMPOSITES INC.		02/16/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tex-Tech Engineered Composites, LLC		
<b>Street Address:</b>	1350 Bridgeport Dr		
<b>City:</b>	Kernersville		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27284		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5978965	HITCO RACING	
<b>Registration Number:</b>	0624549	REFRASIL	
<b>Registration Number:</b>	0694429	REF RASIL	
<b>Registration Number:</b>	0694106	REF RASIL	
<b>Registration Number:</b>	0695740	REFRASIL	
<b>Registration Number:</b>	0429707	REFRASIL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7144285927		
<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>	7144248215		
<b>Email:</b>	ipdocketingtm@sheppardmullin.com		
<b>Correspondent Name:</b>	Carlo F. Van Den Bosch		
<b>Address Line 1:</b>	650 Town Center Drive, 10th Floor		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	58LS-262588		
<b>NAME OF SUBMITTER:</b>	Carlo F. Van den Bosch		
<b>SIGNATURE:</b>	/cfv/		

CH \$165.00 5978965

<b>DATE SIGNED:</b>	03/02/2023
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**Total Attachments: 8**

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- source=Project Oyster - Trademark Assignment (Execution)#page2.tif
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## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this “Assignment”) is made as of February 16, 2023 (the “Effective Date”), by and between SGL Carbon SE, a German corporation (“SGL Carbon”) and SGL Composites Inc., a Delaware corporation (“SGL Composites”) (each an “Assignor” and collectively the “Assignors”), on the one hand, and Tex-Tech Engineered Composites, LLC, a Delaware limited liability company (“Tex-Tech” or “Assignee”), on the other hand.

WHEREAS, SGL Carbon is the owner and registrant of record of the trademarks set forth on Schedule 1 attached hereto, together with any common law rights therein (the “HITCO RACING Marks”);

WHEREAS, SGL Composites is the owner and registrant of record of the trademarks set forth on Schedule 2 attached hereto, together with any common law rights therein (the “REFRASIL Marks”) (the HITCO RACING Marks and the REFRASIL Marks are collectively referred to as the “Trademarks”);

WHEREAS, prior to the Effective Date SGL Composites was a wholly-owned subsidiary of SGL Carbon;

WHEREAS, SGL Composites and Tex-Tech are parties to that certain Asset Purchase Agreement, dated as of December 23, 2022 (as it may be amended, supplemented or modified from time to time, the “Agreement”), providing for the execution and delivery of this Assignment; and

WHEREAS, under the terms of the Agreement, Assignee desires to acquire all of the Assignors’ right, title and interest in and to the Trademarks, and SGL Carbon (as a beneficiary under the Agreement) and SGL Composites desire to assign to Assignee the entire right, title and interest in their respective marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignors and Assignee agree as follows:

SGL Carbon and SGL Composites do hereby irrevocably sell, transfer, assign and deliver to Assignee (i) all right, title and interest in and to the HITCO RACING Marks and the REFRASIL Marks, respectively, together with any registrations, applications and renewals in connection therewith, and any and all goodwill of their business connected with the use of or symbolized by any of the foregoing, (ii) all past, present and future claims and causes of action arising out of or relating to any infringement, dilution or other violation or impairment of the foregoing, and the right to sue or otherwise recover therefor (and to retain any damages or other amounts recovered), and (iii) all proceeds, including license fees, royalties, income, claims, damages, proceeds of suit and other payments due and/or payable with respect to any of the foregoing on or after the Effective Date, the same to be held and enjoyed by Assignee, and its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the applicable Assignor if this Assignment had not been made.

Assignors shall execute and deliver, without further consideration, such other documents as Assignee may reasonably request, or take such additional actions as may be necessary or advisable in connection with the consummation of the transactions contemplated by the Agreement and this Assignment, to more effectively assign, transfer and convey to Assignee (or to record, evidence or perfect the same), and to put Assignee in actual possession and control of, the Trademarks. Without in any way limiting the foregoing, such actions shall include, but not be limited to, delivering to Assignee or its designee, in a reasonably timely manner, all correspondence related to the Trademarks that Assignors, or their affiliates or agents, receive (including any renewal advice or other notification received from the United States Patent and Trademark Office and any foreign equivalent thereof).

Assignee shall be responsible for preparing any documentation necessary for the recordal with any relevant governmental authority of the transfer of ownership of the Trademarks from Assignors to the Assignee, and Assignee shall be responsible for securing any and all necessary notarization and legalization of such recordals and for filing such recordals with any relevant governmental authority. Assignee shall be solely responsible for all costs associated with the preparation, and for notarization and legalization of such recordals, and all out-of-pocket filing fees and other costs associated with filing and prosecuting such recordals with any relevant governmental authority. Assignee shall take commercially reasonable steps within 60 days from the Effective Date of this Assignment to initiate recording all necessary documentation with any governmental authority to effectuate the transfer of ownership of the Trademarks.

This Assignment and any claim, controversy or dispute arising under, in connection with or related to this Assignment will be governed by and construed in accordance with the internal laws of the State of Delaware applicable to a contract made and performed in that state, without regard to choice of law or conflict of law principles that would require the application of the laws of any other jurisdiction.

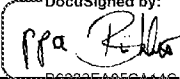
Nothing in this Assignment, express or implied, is intended to or shall be construed to supersede, modify, replace, amend, rescind, waive, expand, or limit in any way the rights of the parties under, or the terms of, the Agreement. In the event of any conflict between the Agreement and this Assignment, the provisions of the Agreement shall control.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed as of the date first written above.

**SGL CARBON SE**

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Stephan Buehler  
Title: General Counsel

By: \_\_\_\_\_  
Name: Susanne Heiss-Funke  
Title: Senior Legal Counsel

**SGL COMPOSITES INC.**

By: \_\_\_\_\_  
Name: Patrick Bialko  
Title: Treasurer

[Signature Page to Assignment of Trademark]

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**SGL CARBON SE**

By: \_\_\_\_\_

Name: Stephan Buehler

Title: General Counsel

By: \_\_\_\_\_

Name: Susanne Heiss-Funke

Title: Senior Legal Counsel

**SGL COMPOSITES INC.**

By: \_\_\_\_\_

Name: Patrick Bialko

Title: Treasurer

[Signature Page to Assignment of Trademark]

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**SGL CARBON SE**

By: \_\_\_\_\_  
Name: Stephan Buehler  
Title: General Counsel

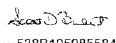
By: \_\_\_\_\_  
Name: Susanne Heiss-Funke  
Title: Senior Legal Counsel

**SGL COMPOSITES INC.**

DocuSigned by:  
*Patrick Bialko*  
By: \_\_\_\_\_  
CF013D1F2748484  
Name: Patrick Bialko  
Title: Treasurer

[Signature Page to Assignment of Trademark]

**TEX-TECH ENGINEERED COMPOSITES,  
LLC**

By: \_\_\_\_\_  
DocuSigned by:  
  
538B10598558494...  
Name: Scott Burkhart  
Title: Chief Executive Officer





SCHEDULE 1

HITCO RACING Marks

<b>Mark</b>	<b>Jurisdiction</b>	<b>Filing Date</b>	<b>Application / Registration No.</b>
HITCO RACING	European Union	7/11/2017	016971764
HITCO RACING	Great Britain	7/11/2017	UK00916971764
HITCO RACING	United States	10/9/2017	87/982,439 5,978,965

SCHEDULE 2

REFRASIL Marks

Mark	Jurisdiction	Filing Date	Application / Registration No.
REFRASIL	Canada	1/15/1953	0218092
REFRASIL	China	5/10/2005	4648452
REFRASIL	China	5/10/2005	4648453
REFRASIL	China	5/10/2005	4648449
REFRASIL	European Union	4/12/2002	002670743
REFRASIL	Great Britain	4/12/2002	UK00902670743
REFRASIL	Great Britain	12/26/1954	730627
REFRASIL	Great Britain	12/7/1953	724572
REFRASIL	Hong Kong	4/30/2005	300413117
REFRASIL	Taiwan	5/4/2005	94021046
REFRASIL (stylized) 	United States	11/12/1954	71/676,559 624,549
REFRASIL (stylized) <i>REFRASIL</i>	United States	12/22/1958	72/064,778 694,429
REFRASIL (stylized) <i>REFRASIL</i>	United States	9/30/1958	72/059,863 694,106
REFRASIL (stylized) <i>REFRASIL</i>	United States	12/22/1958	72/064,779 695,740
RÉFRASIL (stylized) 	United States	9/14/1946	71/509,111 429,707