

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Moeller Products Co., Inc.		04/04/2011	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Center-Moeller Products LLC		
Street Address:	990 84th Street, S.W.		
City:	Byron Center		
State/Country:	MICHIGAN		
Postal Code:	49315		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2239748	LOCK-N-SEAL	
Registration Number:	1123586	EASY-GRIP	
CORRESPONDENCE DATA			
Fax Number:	(212)294-4700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-294-4661		
Email:	schopra@winston.com		
Correspondent Name:	Sanjana Chopra		
Address Line 1:	200 Park Avenye		
Address Line 2:	Winston & Strawn		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	10717.12		
NAME OF SUBMITTER:	Sanjana Chopra		
Signature:	/W&S/		

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TRADEMARK
 REEL: 004514 FRAME: 0909

Date:

04/04/2011

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This assignment (this "Trademark Assignment") is made this 4th day of April, 2011, by and between Moeller Products Co., Inc., a Georgia corporation, having its principal place of business at 1281 Pickett Street and 1381 Thornton Street, Greenville, Mississippi 38701 (hereinafter "Assignor"), and Center – Moeller Products LLC, a Delaware limited liability company, having its principal place of business at 990 84th Street, S.W., Byron Center, Michigan 49315 (hereinafter "Assignee").

WHEREAS, pursuant to the Asset Purchase Agreement dated as of March 24, 2011 by and among Assignor, Assignee (as assigned by Center Manufacturing, Inc., a Delaware corporation) and the other parties thereto, Assignor agrees to assign, transfer and convey all of its right, title and interest in and to the Marks (as defined below) to Assignee;

WHEREAS, Assignor owns and is using in the United States the trademarks identified on Schedule A attached hereto (collectively, hereinafter the "Marks");

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to the Marks, including the goodwill of the business associated therewith, as well as all common-law rights and all federal trademark and service mark registrations and applications identified on Schedule A attached hereto and made a part hereof; and

NOW, THEREFORE, for valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignor hereby conveys, transfers and assigns to Assignee all of Assignor's rights, title and interest in and to the Marks, any and all common-law rights, all federal registrations and applications identified on Schedule A, together with the goodwill of the business associated therewith.

Assignor further assigns to Assignee all of its rights to sue for and receive all damages occurring from past infringing uses of the Marks.

Assignor agrees that at any time and from time to time after the date hereof, at the request of Assignee and without further consideration, Assignor shall execute and deliver such other instruments and take such action as Assignee may reasonably request to transfer, convey and assign to Assignee, and to confirm Assignee's right, title and interest in and to the Marks in accordance with this Trademark Assignment and the Asset Purchase Agreement.

Nothing in this assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person, other than the parties to this assignment, any rights, remedies, obligations or liabilities. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND IN THE ASSET PURCHASE AGREEMENT, ASSIGNOR DISCLAIMS ANY AND ALL REPRESENTATIONS, COVENANTS AND WARRANTIES WITH RESPECT TO THIS TRADEMARK ASSIGNMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF NON-INFRINGEMENT.

This assignment shall bind and inure to Assignee and Assignor and their respective successors and assigns.

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

[signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the date first set forth above.

MOELLER PRODUCTS CO., INC.

By: 

Name: James W. Rochow

Title: CEO

Acknowledged and Agreed:

CENTER - MOELLER PRODUCTS LLC

By: _____

Name: _____

Title: _____

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the date first set forth above.

MOELLER PRODUCTS CO., INC.

By: _____

Name: _____

Title: _____

Acknowledged and Agreed:

CENTER - MOELLER PRODUCTS LLC

By: 

Name: Chris Alford

Title: VP. & CFO

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 004514 FRAME: 0914

SCHEDULE A

1. Lock-n-Seal; Registration No.: 2239748
2. Easy-Grip; Registration No.: 1123586
3. The MOELLER mark as used in connection with the products of the automobile division of Assignor and similar products thereto and pursuant to the terms of the (i) Agreement Regarding Trademark Assignment, dated as of August 20, 2004, by and between Assignor and The Moore Company ("Moore") and (ii) the Consent to Use Agreement, dated July 10, 1991, between Assignor and Moore (as successor in interest to Moeller Manufacturing Co., Inc.), as amended on August 20, 2004.