

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--|----------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Dayco Products, LLC | | 11/20/2013 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Dayco IP Holdings, LLC | | |
| Street Address: | 2025 W. Sunshine Street | | |
| Internal Address: | Suite L145 | | |
| City: | Springfield | | |
| State/Country: | MISSOURI | | |
| Postal Code: | 65807 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85660881 | MADDO | |
| Serial Number: | 85660872 | FREQ | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9374436635 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 937-443-6600 | | |
| Email: | ipdocket@thompsonhine.com | | |
| Correspondent Name: | Susan M. Oiler | | |
| Address Line 1: | 10050 Innovation Drive | | |
| Address Line 2: | Suite 400 | | |
| Address Line 4: | Dayton, OHIO 45342-4934 | | |
| ATTORNEY DOCKET NUMBER: | 444407-00001/AMI | | |
| NAME OF SUBMITTER: | Susan M. Oiler | | |

OP \$65.00 85660881

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|--|------------------|
| Signature: | /Susan M. Oiler/ |
| Date: | 11/26/2013 |
| Total Attachments: 3 source=Trademark_Assignment_to_Dayco_IP_Holdings_LLC#page1.tif source=Trademark_Assignment_to_Dayco_IP_Holdings_LLC#page2.tif source=Trademark_Assignment_to_Dayco_IP_Holdings_LLC#page3.tif | |

TRADEMARK AND TRADE NAME ASSIGNMENT AGREEMENT

This TRADEMARK AND TRADE NAME ASSIGNMENT AGREEMENT (this "TM Assignment"), effective as of November 1, 2013, (the "Effective Date"), is made by and between:

DAYCO PRODUCTS, LLC, a Delaware limited liability company ("Assignor ") having a place of business at 4500 South Garnett Road, Suite 500, Tulsa, Oklahoma 74146; and

DAYCO IP HOLDINGS, LLC, a Delaware limited liability company ("Assignee") having a place of business at 2025 W. Sunshine Street, Suite L145, Springfield, Missouri 65807.

RECITALS:

WHEREAS, the Assignor holds the legal interest in the trade names, trademarks, trademark registrations, domain names and trademark applications set forth on Schedule A, attached hereto and made a part hereof (the "Transferred Intellectual Property").

WHEREAS, the Assignor desires to assign and transfer to the Assignee all of its legal interest in and to the Transferred Intellectual Property together with all goodwill related thereto (the "Goodwill"), including but not limited to, any right, title and interest that the Assignor may have in any royalties related to the licensing of the Transferred Intellectual Property to other parties (the "Royalties").

WHEREAS, the Assignee desires to accept from the Assignor the assignment and transfer of all of such Assignor's legal interest in and to the Transferred Intellectual Property, including but not limited to, the Goodwill and the Royalties.

CONSIDERATION:

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

1. The foregoing recitals are hereby made a part of this Agreement.
2. Assignment. The Assignor hereby assigns and transfers to the Assignee, its successors and assigns, and the Assignee hereby accepts the transfer and assignment of, any and all of the Assignor's legal interest in and to the Transferred Intellectual Property including, without limitation the following: (i) all Goodwill associated therewith and symbolized thereby, (ii) all common law rights embodied therein in the United States and countries foreign thereto, (iii) all Royalties associated therewith; (iv) all past and present claims, suits, causes of action and other sums associated therewith related to infringement or other unauthorized use of the Transferred Intellectual Property, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns, and other legal representative, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made; and (v) the applications, registrations therefor and any renewals thereof, as applicable, in the United States and countries foreign thereto.

3. Further Assurances. For the above consideration, Assignor agrees promptly upon request of Assignee, his successor or assigns, to execute and deliver without further compensation any additional papers which may be necessary or desirable to fully secure to Assignee, its successors and assigns, the Transferred Intellectual Property and any rights therein, in the United States and in any country foreign thereto. If for any reason Assignee is unable, after reasonable effort, to secure Assignor's signature on any document needed to procure or perfect Assignee's interest in any of the Transferred Intellectual Property, Assignor hereby appoint Assignee as its attorney in fact with full power of substitution on behalf of Assignor and for the benefit of Assignee, to execute and enter into any documentation relating to the Transferred Intellectual Property, to secure recordation or registration of the Transferred Intellectual Property, and to Secure recordation or registration of this assignment.

4. Future Assignment Approval. If for any reason Assignee decides to assign the Transferred Intellectual Property to a third party, Assignor retains the right to approve or disapprove of the assignment.

5. Governing Law. This TM Assignment shall be exclusively governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of law.

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

7. Entire Agreement. This TM Assignment, together with all exhibits and schedules hereto constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, among the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, each Party has caused this TM Assignment to be executed by its duly authorized representative.

DAYCO PRODUCTS, LLC
By: ER Steele 11/20/13
Name: Edward R. Steele Date
Title: Vice President, Secretary,
Treasurer, and Chief Tax Officer

DAYCO IP HOLDINGS, LLC
By: ER Steele 11/20/13
Name: Edward R. Steele Date
Title: Vice President and Treasurer

759416.1

SCHEDULE A

Trademarks

| <u>MARK</u> | <u>U.S. Application No.</u> |
|-------------|-----------------------------|
| MADDO | 85,660,881 |
| FREQ | 85,660,872 |