

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316721

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Greystone, Inc.		06/02/2014	CORPORATION: NEBRASKA
RECEIVING PARTY DATA			
Name:	Superior Industries, Inc.		
Street Address:	315 East State Highway 28		
Internal Address:	P.O. Box 684		
City:	Morris		
State/Country:	MINNESOTA		
Postal Code:	56267		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3592497	AGGRE-DRY	
Registration Number:	1515149	GREYSTONE	
Registration Number:	3501204	AGGRE-SPEC	
CORRESPONDENCE DATA			
Fax Number:	6125732005		
<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:	6125732000		
Email:	jmweyrauch@dbclaw.com		
Correspondent Name:	Dicke, Billig & Czaja, PLLC		
Address Line 1:	100 S. 5th Street, Suite 2250		
Address Line 2:	Fifth Street Towers		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	S897.001.000		
NAME OF SUBMITTER:	John M. Weyrauch		
SIGNATURE:	/John M. Weyrauch/		
DATE SIGNED:	09/11/2014		
Total Attachments: 4			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (the "**Assignment**") is made and entered into as of June 2, 2014, by and between Greystone, Inc., a Nebraska corporation ("**Assignor**"), and Superior Industries, Inc., a Minnesota corporation ("**Assignee**").

RECITALS

WHEREAS, on the date hereof, Assignee is purchasing substantially all of the assets of Assignor, including that certain intellectual property described on Schedule 1 attached hereto (the "**Intellectual Property**") pursuant to the terms and conditions of that certain Asset Purchase Agreement dated the date hereof (the "**Agreement**") among the Assignor, Assignee and other parties thereto; and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Intellectual Property and Assignor desires to assign all of its right, title and interest in and to the Intellectual Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

ASSIGNMENT AND AGREEMENT

1. Assignment. For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Intellectual Property; the same to be held and enjoyed by Assignee for its own use and on its own behalf, and for its legal representatives, successors, assigns and designees, as fully and entirely as the same would have been held by Assignor had this Assignment and sale not been made.

2. Protection and Enforcement. To the extent any court, administrative tribunal or agency with appropriate jurisdiction determines any of the rights granted hereunder may be inalienable or invalid, Assignor agrees not to exercise such rights, and hereby grants to Assignee the exclusive, perpetual, irrevocable, worldwide, transferable, assignable, sub-licensable and royalty free right to exercise all intellectual property rights in the Intellectual Property of Assignor without any obligation of attribution, royalty, fee or consent. Assignor represents and warrants that Assignor will not knowingly or intentionally take any action that jeopardizes Assignee's intellectual property rights in the Intellectual Property or that causes Assignor to acquire or retain any right in or to the Intellectual Property.

3. Miscellaneous. This Assignment shall be binding upon the Parties hereto and their successors. This Assignment will be governed by and construed under the laws of the State of Nebraska without regard to conflicts-of-law principles that would require the application of any other law. The provisions of this Assignment are severable. If any provision of this Assignment is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will in no way be affected or impaired thereby. This Assignment may be executed in counterparts, each of which shall be construed as an original, and together will constitute one and the same instrument. Signatures may be delivered electronically or by facsimile, and the parties agree to accept and be bound by electronic and facsimile copies of original signatures to this Assignment. The above transactions are made with and subject to the representations, warranties, terms, conditions, covenants and agreements set forth in the Agreement, the terms of which are incorporated herein by this reference. Nothing contained in this Assignment shall be construed to modify, amend or supersede any of the terms and conditions of the Agreement or limit, terminate or expand the rights or obligations or representations, warranties, covenants or agreements of the parties as set forth in the Agreement or the "Transaction Documents," as defined in the Agreement.

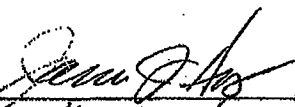
Signature Page follows

TRADEMARK
REEL: 005361 FRAME: 0084

IN WITNESS WHEREOF, the undersigned has signed this Assignment as of the date first set forth above.

ASSIGNOR:

GREYSTONE, INC.

By: 
Name: JAMES J. HOLMBERG, M.
Its: PRESIDENT

ACKNOWLEDGED AND AGREED TO BY:

ASSIGNEE:

SUPERIOR INDUSTRIES, INC.

By: _____
Tom Zosel, *Chief Financial Officer*

1042323

IN WITNESS WHEREOF, the undersigned has signed this Assignment as of the date first set forth above.

ASSIGNOR:

GREYSTONE, INC.

By: _____
Name: _____
Its: _____

ACKNOWLEDGED AND AGREED TO BY:

ASSIGNEE:

SUPERIOR INDUSTRIES, INC.

By:  _____
Tom Zosel, Chief Financial Officer

1042323

SCHEDULE 1

Description of Intellectual Property

PATENTS

<u><i>Patent</i></u>	<u><i>Application Serial No.</i></u>	<u><i>Patent No.</i></u>
Sand Dewatering Device and Method	11/849,626	8,695,804
Load Sensing System	11/699,660	7,314,053
Load Sensing System	10/691,601	7,284,559
Load Sensing System	10/295,846	6,938,625
Method and means for sand reblending	10/336,494	6,871,757
Method and means for sand reblending	09/266,037	6,311,847
Method for reblending sand	09/817,679	6,796,432

TRADEMARKS

<u><i>Trademark</i></u>	<u><i>Application No.</i></u>	<u><i>Registration No.</i></u>
Aggre-Dry	77/338,507	3,592,497
GREYSTONE	73/708,912	1,515,149
AGGRE-SPEC	77/364,027	3,501,204

*Intellectual Property shall also include any and all of Assignor's know-how, techniques, inventions, discoveries, trade secrets, derivative works or work product of any nature whatsoever related to or connected with the intellectual property described above.