

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345625

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
United Components, LLC		06/24/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	UCI Acquisition Holdings (No. 2) Corp.		
Street Address:	1900 W. Field Court		
City:	Lake Forest		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4708770	GOTECH	
Serial Number:	86039163	GOTECH	
Serial Number:	86114077		
Serial Number:	86368148	COMPLEX PROBLEMS. EASY SOLUTIONS.	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<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:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Matthew Auten, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	23091-1187		
NAME OF SUBMITTER:	Matthew Auten		
SIGNATURE:	/Matthew Auten/		
DATE SIGNED:	06/24/2015		
Total Attachments: 4			

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QUITCLAIM IP ASSIGNMENT (TRADEMARK)

QUITCLAIM ASSIGNMENT OF INTELLECTUAL PROPERTY (this “Assignment”) is made as of June 24, 2015 by United Components, LLC, a Delaware limited liability company (“UCI”), to UCI Acquisition Holdings (No. 2) Corp., a Delaware corporation (“Holdings”).

WHEREAS, UCI, UCI International, LLC (“UCI International”) and Holdings (collectively, the “Distribution Parties”) are party to that certain Distribution Agreement, dated June 24, 2015 (the “Distribution Agreement”); and

WHEREAS, UCI may have adopted, may have used and may be using in its business the trademarks or service marks described in the registrations or applications for registration of trademarks or service marks set forth on Schedule A hereto (collectively, the “Intellectual Property”); and

WHEREAS, pursuant to the Distribution Agreement UCI agreed, *inter alia*, to distribute, convey, assign, transfer and deliver to UCI International, on a quitclaim basis, the Intellectual Property, and UCI International agreed, *inter alia*, to distribute, convey, assign, transfer and deliver to Holdings, on a quitclaim basis, the Intellectual Property; and

WHEREAS, pursuant to Section 2.4 of the Distribution Agreement the Distribution Parties agreed that UCI shall transfer, *inter alia*, the Intellectual Property directly to Holdings.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, UCI and Holdings agree as follows:

UCI does hereby distribute, convey, assign, transfer and deliver unto Holdings whatever right, title and interest UCI might have in and to the Intellectual Property, together with (a)

all national and state registrations, applications for registration, and renewals and extensions thereof; (b) all common law rights related thereto; (c) all goodwill of the business connected with the use thereof and symbolized thereby; (d) all rights or causes of action for infringement (past, present or future) of any of the Intellectual Property; and (e) all rights to apply for or register any of the Intellectual Property.

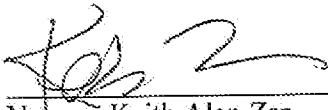
This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect of Intellectual Property governed by Federal law and in all other respects, including as to validity, interpretation and effect by the laws of the State of New York without giving effect to any conflicts of law principles thereof.

EACH OF THE PARTIES UNDERSTANDS AND AGREES THAT NEITHER UCI NOR ANY OF ITS AFFILIATES IS REPRESENTING OR WARRANTING HEREUNDER TO HOLDINGS IN ANY WAY AS TO THE INTELLECTUAL PROPERTY, INCLUDING AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND, IF THE CLOSING UNDER THE DISTRIBUTION AGREEMENT OCCURS, THE INTELLECTUAL PROPERTY SHALL BE TRANSFERRED AND ASSUMED ON AN "AS IS, WHERE IS" BASIS.

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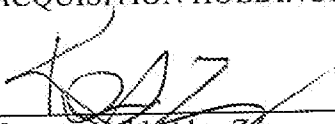
IN WITNESS WHEREOF, UCI and HOLDINGS have caused this Assignment to be duly executed as of the date first written above.

UNITED COMPONENTS, LLC

By 
Name: Keith Alan Zar
Title: General Counsel, Secretary
and Vice President

Acknowledged and accepted:

UCI ACQUISITION HOLDINGS (NO. 2) CORP

By 
Name: Keith Alan Zar
Title: Secretary and Vice President

[Signature Page to IP Assignment]

Schedule A

Trademark Name	Country	Class	Matter	Status	App/Reg No.	Filing/Reg Date	Div.	Owner
GOTECH	U.S.A.	37 Int., 38 Int., 41 Int.	114613	Registered	4,708,770	03/24/2015	DIV-1	United Components, LLC
GOTECH	U.S.A.	09 Int.	701797	Allowed	86/039163	08/15/2013	DIV-1	United Components, LLC
GOTECH ENGINE Logo	U.S.A.	09 Int.	702263	Allowed	86/114077	11/08/2013	DIV-1	United Components, LLC
COMPLEX PROBLEMS. EASY SOLUTIONS.	U.S.A.	09 Int.	706581	Published	86/368148	08/15/2014	DIV-1	United Components, LLC