

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM397539

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
2817730 Canada Inc.		04/08/2014	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mevotech LP		
<b>Street Address:</b>	240 Bridgeland Avenue		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M6A 1Z4		
<b>Entity Type:</b>	Limited Partnership: ONTARIO		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4915391	ORIGINAL GRADE	
<b>Registration Number:</b>	4607906	LABOR SAVER	
<b>Registration Number:</b>	4607905	LABOR SAVER	
<b>Registration Number:</b>	3688178	THE X FACTOR	
<b>Registration Number:</b>	3688174	THE X FACTOR CHASSIS PARTS	
<b>Registration Number:</b>	3878438	SUPREME CHASSIS PARTS PIÈCES DE CHASSIS	
<b>Registration Number:</b>	3846694	SUPREME CHASSIS PARTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2023444019		
<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>	2023444019		
<b>Email:</b>	mbharrison@venable.com		
<b>Correspondent Name:</b>	Mark Harrison		
<b>Address Line 1:</b>	P.O. Box 34385		
<b>Address Line 4:</b>	Washington, D.C. 20043-9998		
<b>ATTORNEY DOCKET NUMBER:</b>	47062-260786		
<b>DOMESTIC REPRESENTATIVE</b>			

CH \$190.00 4915391

<b>Name:</b>	Mark Harrison
<b>Address Line 1:</b>	P.O. Box 34385
<b>Address Line 4:</b>	Washington, D.C. 20043-9998
<b>NAME OF SUBMITTER:</b>	Mark Harrison
<b>SIGNATURE:</b>	/Mark Harrison/
<b>DATE SIGNED:</b>	09/06/2016
<b>Total Attachments: 8</b> source=Mevotech LP Assignment#page1.tif source=Mevotech LP Assignment#page2.tif source=Mevotech LP Assignment#page3.tif source=Mevotech LP Assignment#page4.tif source=Mevotech LP Assignment#page5.tif source=Mevotech LP Assignment#page6.tif source=Mevotech LP Assignment#page7.tif source=Mevotech LP Assignment#page8.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment Agreement ("**Assignment**"), dated this 8<sup>th</sup> day of April, 2014 at or about 10:00 a.m. (Toronto time) (the "**Effective Time**"), is made by and between 2817730 Canada Inc., a corporation organized and existing under the *Canada Business Corporations Act* ("**Assignor**"), and Mevotech LP, a limited partnership formed under the laws of the Province of Ontario ("**Assignee**").

**WHEREAS** Assignee and Assignor have entered into that certain Asset Purchase Agreement dated as of April 8, 2014 ("**Purchase Agreement**"), pursuant to which Assignor agreed to sell, transfer and assign to Assignee, and Assignee agreed to purchase and accept from Assignor, certain business assets;

**WHEREAS** Assignor wishes to confirm that it has assigned to Assignee, and Assignee wishes to confirm that it has acquired from Assignor, the rights in and to the applications and registrations for patents listed on the attached Schedule "A" (the "**Patents**");

**AND WHEREAS** Assignor wishes to confirm that it has assigned to Assignee, and Assignee wishes to confirm that it has acquired from Assignor, the rights, title and interest in and to the trade-marks listed on the attached Schedule "B", including any applications and registrations therefor (the "**Trade-marks**");

**NOW THEREFORE**, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as hereinafter set forth:

1. Assignor has sold, transferred and assigned and hereby confirms that it has sold, transferred and assigned unto the Assignee all of Assignor's right, title and interest in and to the Patents, including, without limitation, all patents and patent applications which may be granted on all continuations, continuations-in-part, divisionals, renewals, reissues and extensions thereof and any similar type of patent application; and
2. Assignor has sold, transferred and assigned and hereby confirms that it has sold, transferred and assigned unto the Assignee all of Assignor's right, title and interest in the Trade-marks, including, without limitation, all trademarks, service marks, trade names, trade dress and internet domain names and other indicia of origin, together with the goodwill associated therewith.
3. Assignor will, upon request of Assignee and without further consideration but at the expense of the Assignee, execute and deliver any additional documents, that Assignee may reasonably require to give effect to, perfect and record Assignee's ownership of the Patents and Trade-marks. Assignee will, as soon as reasonably possible, take all reasonably necessary steps to record Assignee as the owner of the Patents and Trade-marks, and to appoint Assignee or its agent as the correspondent of the Patents and Trade-marks with all relevant governmental agencies.

4. With respect to all patent applications included in the Patents, Assignor shall cooperate with Assignee in taking such steps as reasonably requested by Assignee in connection with Assignee's prosecution of such patent applications and Assignee's maintenance and enforcement of any Letters Patent issued therefrom, including, without limitation, signing appropriate documents, providing evidence and sworn testimony and joining as a party to a lawsuit; provided, however, that any such costs or expenses incurred by Assignor in connection with such cooperation, whether internal or external, including out-of-pocket expenses and the reasonable expenses of the Assignor's legal counsel, shall be at Assignee's expense.
5. Assignor and Assignee acknowledge and agree that no representations or warranties, expressed or implied, are made herein with respect to the Patents or Trade-marks, and that nothing contained in this Assignment shall in any way supersede, modify, replace, amend, rescind, waive narrow or broaden any provision set forth in the Purchase Agreement or any of the rights, remedies or obligations arising therefrom.
6. This Assignment shall be binding upon and shall enure to the exclusive benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns and nothing herein, express or implied, is intended to, nor shall it, confer in any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this assignment.
7. This Assignment shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario and shall be treated in all respects as an Ontario contract. Each of the parties irrevocably attorns to the jurisdiction of the courts of the Province of Ontario.
8. This Assignment may be executed by the parties in separate counterparts, each of which when so executed and delivered to all of the parties shall be deemed to be and shall be read as a single agreement among the parties. In addition, execution of this Assignment by any of the parties may be evidenced by way of a transmission by facsimile telecopier or other electronic transmission of such party's signature (which signature may be by separate counterpart), or a photocopy of such faxed transmission, and such signature sent by facsimile telecopier or other electronic transmission, or photocopy of such signature sent by facsimile telecopier or other electronic transmission, shall be deemed to constitute the original signature of such party to this Assignment.

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Time.

**ASSIGNOR**

2817730 CANADA INC.

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

Name: *ERER MEVORACH*

Title: *President*

**ASSIGNEE**

MEVOTECH LP, by its general partner, MEVOTECH GP INC.

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

Name:

Title:

IN WITNESS WHEREOF Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Time.


**ASSIGNOR**

2817730 CANADA INC.

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE**

MEVOTECH LP, by its general partner, MEVOTECH  
GP INC.

By:  \_\_\_\_\_  
Name: Richard Bradlow  
Title: President

SCHEDULE "A"

Canadian Patent Application




Patent Application No.	Title	Status	Filing Date
2,792,309	Ball Joint for Automotive Suspension	Pending	October 12, 2012 (Note: claims Priority from US Application No. 13/296,590, filed November 15, 2011)

U.S. Patent Application


Patent Application No.	Title	Status	Filing Date
US 13/296,590	Ball Joint for Automotive Suspension	Pending (Allowed)	November 15, 2011

## SCHEDULE "B"



### Canadian Trademarks

Trade-mark	Status	App. No.	Reg. No.	Reg. Date
	Registered	1565424	TMA871259	2014-02-13
LABOR SAVER	Registered	1559033	TMA871253	2014-02-13
ORIGINAL GRADE	Pending	1607068	N/A	N/A
	Registered	1387157	TMA755752	2009-12-18
Supreme Chassis Parts	Registered	1398540	TMA757986	2010-01-27
	Registered	1356233	TMA730707	2008-12-11
THE X FACTOR CHASSIS PARTS	Registered	1356229	TMA730706	2008-12-11
TTX - Terrain Tough Extreme Chassis Parts	Registered	1529579	TMA832762	2012-09-26
TTX Chassis Parts	Registered	1529580	TMA832761	2012-09-26

### U.S. Trademarks

Trade-mark	Status	Serial No.	Reg. No.	Reg. Date
	Pending	85606580	N/A	N/A
LABOR SAVER	Pending	85606616	N/A	N/A
ORIGINAL GRADE	Pending	85839925	N/A	N/A



	Registered	77506894	3878438	2010-11-23
Supreme Chassis Parts	Registered	77505675	3846694	2010-09-07
	Registered	77506796	3688178	2009-09-29
THE X FACTOR CHASSIS PARTS	Registered	77505664	3688174	2009-09-29
TTX - Terrain Tough Extreme Chassis Parts	Pending	85338942	N/A	N/A
TTX Chassis Parts	Pending	85339000	N/A	N/A

**China Trademark**

Trade-mark	Status	App No
TTX	Pending	No. 11607753 in Class 12

**Unregistered Trademarks**

1. Mevotech

**Mevotech Brands**

1. BTX
2. Duraflex
3. Partsonline
4. Easysnap
5. Integri-Boot
6. Weather-Tech

7. PWR-TEK

**Domain names**

1. mevotech.biz
2. mevotech.com
3. mevotech.info
4. mevotech.org
5. mevotech.ca
6. ttxterraintough.com
7. whychoosmevotech.com
8. partsonline.mevotech.com