

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430431

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TREND PERFORMANCE PRODUCTS, INC.		03/31/2017	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	Diamond Racing, LLC		
Street Address:	7201 Industrial Park Blvd		
City:	Mentor		
State/Country:	OHIO		
Postal Code:	44060		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2026896	SPINTRON	
Registration Number:	2941088	DIAMOND RACING PRODUCTS	
Registration Number:	2147168	RM600	
Registration Number:	1761237	ONE-PIECE HIGH PERFORMANCE PUSH RODS TRE	
Registration Number:	1761238	TREND	
Registration Number:	1762710	TREND	
CORRESPONDENCE DATA			
Fax Number:	2124466460		
<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:	2124464800		
Email:	hayley.smith@kirkland.com		
Correspondent Name:	KIRKLAND & ELLIS LLP		
Address Line 1:	ATTN: HAYLEY SMITH		
Address Line 2:	601 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	40462-139		
NAME OF SUBMITTER:	Hayley Smith		
SIGNATURE:	//Hayley Smith//		

CH \$165.00 2026896

DATE SIGNED:	06/08/2017
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Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment"), dated as of March 31, 2017, is being executed by Trend Performance Products, Inc., a Michigan corporation ("Assignor"), in favor of Diamond Racing, LLC, a Delaware limited liability company ("Assignee"). Reference is hereby made to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and between Assignor and Assignee (among others), pursuant to which, among other things, it is contemplated that Assignor assign to Assignee the Assigned Trademarks (as such term is defined below).

WHEREAS, Assignor is the owner of the trademarks set forth on Schedule A hereto (the "Assigned Trademarks"); and

WHEREAS, Assignor wishes to assign to Assignee and Assignee wishes to accept the assignment of all right, title and interest of Assignor in and to the Assigned Trademarks.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Effective as of the date hereof, Assignor hereby transfers, assigns, conveys and delivers to Assignee and Assignee hereby accepts all right, title and interest of Assignor in and to the Assigned Trademarks throughout the world, including any and all associated: (i) goodwill symbolized thereby; (ii) rights to renew any registrations included in the Assigned Trademarks and to apply for trademark registrations based in whole or in part upon the Assigned Trademarks (including the right to claim priority therefrom); (iii) rights to collect royalties, products and proceeds and rights to sue for past, present and future infringements, misappropriations, unfair competitions, dilutions or other violations thereof, including the right to settle suits involving claims and demands for royalties owing and to collect and retain damages and profits in connection therewith; and (iv) rights to assign the rights conveyed herein. All of the foregoing shall be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Successors and Assigns. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

3. Governing Law. All questions concerning the construction, validity and interpretation of this Agreement (and all Schedules and exhibits hereto) will be governed by and construed in accordance with the internal laws of the State of Michigan, without giving effect to any choice of law or conflict of law provision that would cause the application of the laws of any jurisdiction other than the State of Michigan.

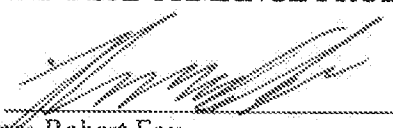
4. Further Assurances. From time to time following the date hereof, at the sole expense of Assignee, Assignor shall (and shall cause its controlled affiliates to) execute and deliver such

other instruments of conveyance, assignment, transfer and delivery and execute and deliver such other documents and take or cause to be taken such other actions as necessary or as Assignee reasonably may request in order to record, perfect or otherwise effectuate the assignment granted hereunder.

[Signature page follows.]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date first written above.

TREND PERFORMANCE PRODUCTS, INC.

By: 
Name: Robert Fox
Title: President

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006079 FRAME: 0297

Schedule A

Assigned Trademarks

Mark	Status
Spintron.	Registered (2026896, December 31, 1996)
Diamond Racing Products	Registered (2941088, April 19, 2005)
Spin tron	Registered (2141768, March 10, 1998)
One Piece High Performance Push Rods Trend (Design Mark)	Registered (1761237, March 30, 1993)
TREND (Design Mark)	Registered (1761238, March 30, 1993)
TREND	Registered (1762710, April 6, 1993)

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