

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM673393

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ascent Tranz Group, LLC		08/31/2021	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	ACR HOLDINGS DELAWARE, LLC		
Street Address:	55 Post Road West		
Internal Address:	2nd Floor		
City:	Westport		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5115667	A-LINE	
CORRESPONDENCE DATA			
Fax Number:	2159882757		
<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>			
Email:	karen.spina@faegredrinker.com		
Correspondent Name:	Robert E. Cannuscio		
Address Line 1:	One Logan Square, Ste. 2000		
Address Line 2:	FAEGRE DRINKER BIDDLE & REATH LLP		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6996		
NAME OF SUBMITTER:	Karen M. Spina		
SIGNATURE:	/Karen M. Spina/		
DATE SIGNED:	09/09/2021		
Total Attachments: 5			
source=IP Assignment_ATG to ACR US Buyer_Executed#page1.tif			
source=IP Assignment_ATG to ACR US Buyer_Executed#page2.tif			
source=IP Assignment_ATG to ACR US Buyer_Executed#page3.tif			
source=IP Assignment_ATG to ACR US Buyer_Executed#page4.tif			

OP \$40.00 5115667

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**Assignment**”) dated as of August 31, 2021, is made by and between Ascent Tranz Group, LLC, a Michigan limited liability company (“**Seller**”) and ACR Holdings Delaware, LLC, a Delaware limited liability company (“**Buyer**”) the purchaser of certain of the assets of Seller pursuant to an Asset Purchase Agreement, dated even herewith, among Buyer, Seller and the other parties thereto (the “**Purchase Agreement**”).

WHEREAS, pursuant to the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller; and

WHEREAS, Buyer and Seller have agreed to execute and deliver this Assignment for recording with applicable government entities or regulatory agencies in any applicable jurisdictions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignment. Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following (the “**Assigned IP**”):

a. the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”); and

b. the trademark registrations set forth on Schedule 2 hereto and all extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks.

2. Recordation and Further Actions. Seller hereby authorizes the applicable government entity or regulatory agency to record and register this Assignment upon request by Buyer. Following the date hereof, upon Buyer’s reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, Seller and Buyer, intending to be legally bound hereby, have executed and delivered this Assignment on the date first written above.

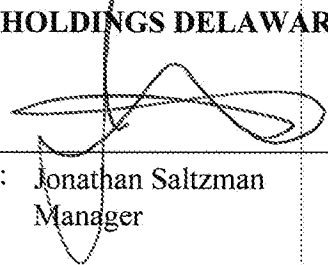
SELLER

ASCENT TRANZ GROUP, LLC

By: 
Name: John Kelvin
Title: Managing Member

BUYER

ACR HOLDINGS DELAWARE, LLC

By: 
Name: Jonathan Saltzman
Title: Manager

[Signature page to IP Assignment]

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Title	Country	Patent Number	Issue Date
Caliper Guide Pin Assembly	USA	10677299	June 9, 2020


Patent Applications

Title	Country	Application/ Publication Number	Filing Date
Wheel Hub And Removable Bolt Ring Assembly For Air Disk Braking System	WIPO	PCT/IB2020/053957	27-April-2020

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS

Trademark Registrations

Mark	Country	Registration Number	Registration Date
A-LINE (and design) 	USA	5115667	January 3, 2017