

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM770336

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|---|--|-----------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| BRAKEQUIP, LLC | | 10/26/2022 | Limited Liability Company: TENNESSEE |
| RECEIVING PARTY DATA | | | |
| Name: | AGS COMPANY AUTOMOTIVE SOLUTIONS LLC | | |
| Street Address: | 2651 Hoyt Street | | |
| City: | Muskegon | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 49444 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2909389 | BRAKEQUIP | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4129181199 | | |
| <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: | 412.918.1164 | | |
| Email: | ipdocket@metzlewis.com | | |
| Correspondent Name: | Matthew J. Borges | | |
| Address Line 1: | 535 Smithfield Street - Suite 800 | | |
| Address Line 4: | Pittsburgh, PENNSYLVANIA 15222 | | |
| NAME OF SUBMITTER: | Matthew J. Borges | | |
| SIGNATURE: | /Matthew J. Borges/ | | |
| DATE SIGNED: | 11/28/2022 | | |
| Total Attachments: 4 | | | |
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CH \$40.00 2909389

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), having an effective date of October 27, 2022, is entered by and between Brakequip, LLC, a Tennessee limited liability company, having its principal office and place of business at 3143 Regal Drive, Alcoa, Tennessee 37701 (the "Assignor"); and AGS Company Automotive Solutions LLC, a Delaware limited liability company (hereafter "Assignee"), having its principal office and place of business at 2651 Hoyt Street, Muskegon, Michigan 49444.

Assignor owns certain trademark, service mark and/or other rights in the names and/or marks identified or otherwise illustrated in Schedule A hereto (the "Intellectual Property"). Assignee is desirous of acquiring all 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, Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over to Assignee the Intellectual Property identified in Schedule A and all intellectual property rights associated therewith, including, but not limited to, all goodwill of Assignor's business associated with said Intellectual Property as set forth in Schedule A together with any trademark and/or service mark applications and/or registrations including the same for the United States and all foreign countries and any registrations that may issue therefor in the United States and any foreign countries; the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, for the use and benefit of its successors, assigns or other legal representatives, together with all claims by Assignor for damages by reason of past infringement of any trade or service mark which arises from the Intellectual Property, with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives.

Assignor agrees that it, and its legal representatives or other persons duly authorized, will communicate to Assignee or the representatives thereof any facts known to it respecting said Intellectual Property set forth in Schedule A and will, upon request, testify in any legal proceedings, sign all lawful papers, make all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by Assignee or by counsel for Assignee, to assist or enable Assignee to obtain and enforce full benefits from the rights and interests herein assigned. This assignment shall be binding upon Assignor's successors and assigns and shall inure to the benefit of the successors and/or assigns of Assignee.

Assignor represents that with respect to its property identified in Schedule A, it has sole, exclusive, valid and unencumbered title to the Intellectual Property of Schedule A and will convey title that is clear of any liens, mortgages, security interests, licenses or other agreements or encumbrances thereon or thereto. Assignor further agrees to waive all rights and privileges to attack the validity of any or all of any trademark registrations included in or which issue from said Intellectual Property, or any other intellectual property rights associated with the Intellectual Property which Assignor has assigned as against anyone claiming a right under any or all of the aforementioned rights under Assignor's assignment or grant.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed by their officers duly appointed at the respective locations identified herein.

BRAKEQUIP, LLC

By: _____
Fred H. Anderson, CEO

STATE OF _____ :
: ss.
COUNTY OF _____ :

On this _____ day of October, 2022, before me, a Notary Public, the undersigned officer, personally appeared Fred H. Anderson who acknowledged himself to be the CEO of Brakequip, LLC, a Tennessee limited liability company, and declared that as such officer, he duly executed the foregoing Trademark Assignment for the purposes therein contained, and is entitled to sign the Assignment document alone and on behalf of Brakequip, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

AGS COMPANY AUTOMOTIVE SOLUTIONS LLC
By: _____
Logan Pitts, CEO

STATE OF Michigan :
: ss.
COUNTY OF Muskegon :

On this 21 day of ~~October~~ November 20, 2022, before me, a Notary Public, the undersigned officer, personally appeared Logan Pitts, who acknowledged himself to be the CEO of AGS Company Automotive Solutions LLC, a Delaware limited liability company, and declared that as such officer, he duly executed the foregoing Trademark Assignment for the purposes therein contained, and is entitled to sign the Assignment document alone and on behalf of AGS Company Automotive Solutions LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

Jessica Dyer
Notary Public, Muskegon County, MI
My Commission Expires January 01, 2028

SCHEDULE A

| <u>Mark</u> | <u>Country</u> | <u>Registration No.</u> | <u>Date of Registration</u> |
|------------------|----------------|-------------------------|-----------------------------|
| <u>BRAKEQUIP</u> | United States | 2,909,389 | 12/14/04 |
| BRAKEQUIP | International | 981,445 | 6/24/08 |