

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM608714

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Plews, Inc.		09/14/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Highline Aftermarket, LLC		
Street Address:	4500 Malone Road		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38118		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88130924	K6	
Serial Number:	76045118	TRU-FLATE	
Serial Number:	88010392	TRU-FLATE	
Serial Number:	88496359	TRU-FLATE	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		
Email:	jeffrey.norgle@kirkland.com		
Correspondent Name:	Jeffrey Norgle		
Address Line 1:	300 NORTH LASALLE		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	43519-0023		
NAME OF SUBMITTER:	Jeffrey Norgle		
SIGNATURE:	/Jeffrey Norgle/		
DATE SIGNED:	11/13/2020		
Total Attachments: 9			

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Trademark Assignment Agreement") is made and entered into as of September 14, 2020 (the "Effective Date") by and between Highline Aftermarket, LLC, a Delaware limited liability company (the "Assignee"), and Plews, Inc., a Delaware corporation, (the "Assignor") (the Assignee and the Assignor are collectively referred to as the "Parties").

WHEREAS, the Assignor is the owner of all right, title, and interest in and to the trademarks and applications and registrations therefor set forth on Schedule A hereto, including all common law rights therein and the goodwill associated therewith (the "Trademarks"); and

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of September 14, 2020 by and between the Assignee and the Assignor (the "Purchase Agreement"), pursuant to which, among other things, the Assignor agreed to assign, sell, convey, and transfer, and desires to assign, sell, convey, and transfer all of the Assignor's right, title, and interest in and to the Trademarks to the Assignee, and the Assignee desires to receive all right, title, and interest in and to the Trademarks;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Capitalized terms used in this Trademark Assignment Agreement that are not defined in the body of this Trademark Assignment Agreement have the meanings given to them in the Purchase Agreement.

2. Assignment. The Assignor does hereby irrevocably sell, convey, transfer, assign, and deliver to Assignee, its successors and assigns, and the Assignee purchases and accepts from the Assignor, all of the Assignor's right, title, and interest in and to (a) the Trademarks, (b) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, and (c) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages. The Assignor further consents to recordation of this Trademark Assignment Agreement by the Assignee, including with the United States Patent and Trademark Office or similar foreign offices.

3. Further Assurances. The Assignor agrees to execute, at any time and from time to time upon the request and expense of the Assignee, such additional documents as the Assignee reasonably requests to register and otherwise give full effect to the rights of the Assignee under this Trademark Assignment Agreement in and to the Trademarks, including all documents necessary to record in the name of the Assignee the assignment of the Trademarks with the United States Patent and Trademark Office or similar foreign offices.

4. Governing Law. This Trademark Assignment Agreement shall be governed by and be construed in accordance with the domestic Laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

5. No Conflict. Nothing contained in this Trademark Assignment Agreement shall supersede any of the obligations, agreements, covenants, or representations and warranties of the Assignor or the Assignee contained in the Purchase Agreement, and this Trademark Assignment Agreement is made and accepted subject to all the terms, conditions, representations and warranties set forth in the Purchase Agreement, all of which survive execution and delivery of this Trademark Assignment Agreement as set forth in the Purchase Agreement. In the event of any conflict between the terms of this Trademark Assignment Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

6. No Modifications. This Trademark Assignment Agreement may not be supplemented, altered or modified in any manner except by a writing signed by both parties hereto.

7. Successors and Assigns. This Trademark Assignment Agreement shall bind and shall inure to the benefit of the respective parties and their assigns, transferees, and successors.

8. Counterparts. This Trademark Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original but both of which together will constitute one and the same instrument. This Trademark Assignment Agreement may be executed by facsimile, photo, or electronic signature and such facsimile, photo, or electronic signature shall constitute an original for all purposes.

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IN WITNESS WHEREOF, the undersigned have duly executed this Trademark Assignment Agreement as of the date first written above.

ASSIGNEE:

HIGHLINE AFTERMARKET, LLC

By: 
Name: Darcy Chisak
Title: Chief Executive Officer

ASSIGNOR:

PLEWS, INC.

By: _____
Name:
Title:

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the undersigned have duly executed this Trademark Assignment Agreement as of the date first written above.

ASSIGNEE:

HIGHLINE AFTERMARKET, LLC

By: _____

Name: Darcy Curran

Title: Chief Executive Officer

ASSIGNOR:

PLEWS, INC.

By:  _____

Name: Brent Christensen

Title: President

[Signature Page to Trademark Assignment Agreement]

SCHEDULE A

TRADEMARKS

Mark	Serial No.	Reg. No.	Country	Status
AMERICAN INNOVATION SINCE 1909	87/916,754	5,789,268	U.S.	Registered
AMERICAN INNOVATION SINCE 1909	86/415,994	5,643,716	U.S.	Registered
AMFLO	85/604,068	4,210,181	U.S.	Registered
AMFLO	86766	399338	Mexico	Registered
AMFLO	13357731	N/A	China	Pending
AMFLO	72/352,437	941,821	U.S.	Registered
AMFLO	78/498,101	3,173,122	U.S.	Registered
AMFLO	534382	TMA309029	Canada	Registered
AMFLO (Design)	88/011,093	5,846,741	U.S.	Registered
AMFLO (Design)	1906243	N/A	Canada	Pending
AMFLO ELITE	88/199,566	N/A	U.S.	Pending
AMFLO ELITE	1931419	N/A	Canada	Pending
AT-HAND	85/455,348	4,262,382	U.S.	Registered
CAM-CURE	74/293,719	1,755,311	U.S.	Registered
CHEMBOND (stylized)	72/097,187	709,358	U.S.	Registered
CLEAR TUBE, RIGHT LUBE	85/534,768	4,318,487	U.S.	Registered
COMBO COUPLER	700155	TMA427456	Canada	Registered
COMBO COUPLER	74/224,955	1,725,002	U.S.	Registered
ELECTRAREEL	87/072,588	5,607,508	U.S.	Registered
ELECTRAREEL	1787803	TMA1026073	Canada	Registered

FIGHT THE GRIND	88/396,377	N/A	U.S.	Pending
FIGHT THE GRIND	1975471	N/A	Canada	Pending
GETS IN, STAYS ON	85/858,692	4,410,840	U.S.	Registered
HANDY-MAN	85/456,775	4,192,010	U.S.	Registered
HI FLO	86/934,090	5,383,224	U.S.	Registered
HI FLO	74/395,567	2,043,968	U.S.	Registered
HYBRID INFLATOR	1922559	N/A	Canada	Pending
K6	88/130,924	N/A	U.S.	Pending
K6	1922071	N/A	Canada	Pending
LMX	73/599,069	1,419,701	U.S.	Registered
LUBE TUBE (stylized design)	74/145,579	1,700,556	U.S.	Registered
LUBRIMATIC	73/61033	293709	Taiwan	Registered
LUBRIMATIC	88/587,577	N/A	U.S.	Pending
LUBRIMATIC	1981901	N/A	Canada	Pending
LUBRIMATIC (stylized)	73/257,638	1,173,844	U.S.	Registered
LUBRIMATIC (and logo)	550442	550442	Australia	Registered
LUBRIMATIC (and logo)	550443	550443	Australia	Registered
LUBRIMATIC (and logo)	908422	908422	Australia	Registered
LUBRIMATIC (Design)	88/011,180	N/A	U.S.	Pending
LUBRIMATIC (Design)	1906237	N/A	Canada	Pending
LUBRIMATIC (stylized)	1291012	1291012	Australia	Registered
LUBRIMATIC ULTRA	1544927	TMA846331	Canada	Registered
MARINE CORROSION CONTROL (typed drawing)	73/381,928	1,275,583	U.S.	Registered

PERFORMANCE UNDER PRESSURE	1975473	N/A	Canada	Pending
PERMA STRIP PATCH	382696	TMA211739	Canada	Registered
PERMA-STRIP	88/707,684	N/A	U.S.	Pending
PERMA-STRIP	1997922	N/A	Canada	Pending
PISTOL LUBER	85/610,056	4,251,658	U.S.	Registered
PLEWS LUBRIMATIC (and design)		3156067	China	Registered
PLEWS LUBRIMATIC (and design)	540905	775356	Mexico	Registered
PLEWS LUBRIMATIC (and design)	540904	760428	Mexico	Registered
PLEWS LUBRIMATIC (and design)	577320	1123512	Chile	Registered
PLEWS LUBRIMATIC (and design)	91019252	1039977	Taiwan	Registered
PLEWS LUBRIMATIC (and design)	2002-15845	40-563653	Korea, South	Registered
PLEWS LUBRIMATIC (and design)	3423488	3423488	China	Registered
PLEWS LUBRIMATIC (and design)	78/113,112	2,949,536	U.S.	Registered
PLEWS LUBRIMATIC (and design)	1135380	TMA684814	Canada	Registered
PLEWS LUBRIMATIC (and design)	2002-048728	4766936	Japan	Registered
PLEWS LUBRIMATIC (and design)	91019253	1071558	Taiwan	Registered
PRO TUFF	73/750,147	1,565,442	U.S.	Registered
PRO TUFF	997812	1134131	Mexico	Registered
PRO TUFF	96034700	1322726	Taiwan	Registered
PRO TUFF	77/138,003	3,803,540	U.S.	Registered
PRO TUFF	1356199	TMA773770	Canada	Registered
SAFE & EASY TIRE REPAIR	88/394,139	N/A	U.S.	Pending
SAFE & EASY TIRE REPAIR	1975472	N/A	Canada	Pending
SMART FLATE	87/165,261	5,617,952	U.S.	Registered
SMART FLATE	53739-32	TMA1048085	Canada	Registered
SNAPLOCK	86/397,542	4,864,770	U.S.	Registered

SNAPLOCK (logo)	88/590,805	N/A	U.S.	Pending
SNAPLOCK (logo)	1982308	N/A	Canada	Pending
SYRACUSE	75/507,949	2,331,073	U.S.	Registered
THREADLESS RELOAD	88/588,696	N/A	U.S.	Pending
THREADLESS RELOAD	1981903	N/A	Canada	Pending
TRU-FLATE	76/045,118	2,482,018	U.S.	Registered
TRU-FLATE	73/744,096	1,610,369	U.S.	Registered
TRU-FLATE	88/010,392	N/A	U.S.	Pending
TRU-FLATE	88/496,359	N/A	U.S.	Pending
TRU-FLATE	1973460	N/A	Canada	Pending
TRU-FLATE	76/045,118	2,482,018	U.S.	Registered
TRU-FLATE (Design)	1906257	N/A	Canada	Pending
TRU-MATCH	87/206,051	5,644,024	U.S.	Registered
TRU-MATCH	1805624	TMA1055355	Canada	Registered
TRUPATCH	87/206,184	5,498,618	U.S.	Registered
TRUPATCH	1805625	TMA1055351	Canada	Registered
TRUSEAL	87/180,443	5,229,659	U.S.	Registered
TRUSEAL	1802194	TMA1025031	Canada	Registered
ULTIMATE	85/610,897	4,291,423	U.S.	Registered
ULTRA AIR	86/256,213	4,832,799	U.S.	Registered
ULTRA H2O	86/932,443	5,088,484	U.S.	Registered
ULTRA LUBE	72/234,149	820,599	U.S.	Registered
ULTRA LUBE	87/927,582	6,080,709	U.S.	Registered

ULTRA LUBE (centered logo)	85/832,279	4,424,509	U.S.	Registered
ULTRA LUBE (stacked logo)	85/267,401	4,298,709	U.S.	Registered
ULTRA PRO	87/425,084	5,403,355	U.S.	Registered
ULTRALUBE	100047605	1529051	Taiwan	Registered
ULTRALUBE (and design)	N/A	N/A	CTM	Registered
ULTRALUBE (design)	100049442	1529052	Taiwan	Registered
ULTRALUBE (horizontal logo)	85/832,269	4,424,508	U.S.	Registered
ULTRALUBE (logo)	1464430	1464430	Australia	Registered
ULTRAVIEW	1577340	TMA872643	Canada	Registered
ULTRAVIEW	85/532,905	4,251,541	U.S.	Registered
VALVE THROUGH	87/202,366	5,238,348	U.S.	Registered
VALVE THROUGH	1804760	TMA1055341	Canada	Registered
VERSAFLEX	88/627,125	N/A	U.S.	Pending
VERSAFLEX	1986504	N/A	Canada	Pending