

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM709291

| | | | |
|---|-----------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | CHANGE OF NAME | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| HH-Cloyes, Inc. | | 02/17/2022 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | MOP-Cloyes, Inc. | | |
| Street Address: | 2621A Market Trace | | |
| City: | Fort Smith | | |
| State/Country: | ARKANSAS | | |
| Postal Code: | 72908 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1370932 | CLOYES | |
| Registration Number: | 1380128 | CLOYES | |
| Registration Number: | 3329548 | CY-LENT | |
| Registration Number: | 2068437 | D | |
| Registration Number: | 3587888 | DYNAGEAR | |
| Registration Number: | 1755179 | HEX-A-JUST | |
| Registration Number: | 3566995 | QUICK ADJUST | |
| Registration Number: | 1198609 | TRUE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9494754754 | | |
| <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: | 949-451-3800 | | |
| Email: | skann@gibsondunn.com | | |
| Correspondent Name: | Stephanie Kann | | |
| Address Line 1: | 3161 Michelson Drive | | |
| Address Line 2: | Gibson, Dunn & Crutcher LLP | | |
| Address Line 4: | Irvine, CALIFORNIA 92612 | | |
| ATTORNEY DOCKET NUMBER: | 64871-00072 | | |
| NAME OF SUBMITTER: | Stephanie Kann | | |

CH \$215.00 1370932

| | |
|---|------------------|
| SIGNATURE: | /stephanie kann/ |
| DATE SIGNED: | 02/18/2022 |
| Total Attachments: 7 source=HH-Cloyes Inc. to MOP-Cloyes, Inc. DE Amendment#page1.tif source=HH-Cloyes Inc. to MOP-Cloyes, Inc. DE Amendment#page2.tif source=HH-Cloyes Inc. to MOP-Cloyes, Inc. DE Amendment#page3.tif source=HH-Cloyes Inc. to MOP-Cloyes, Inc. DE Amendment#page4.tif source=HH-Cloyes Inc. to MOP-Cloyes, Inc. DE Amendment#page5.tif source=HH-Cloyes Inc. to MOP-Cloyes, Inc. DE Amendment#page6.tif source=HH-Cloyes Inc. to MOP-Cloyes, Inc. DE Amendment#page7.tif | |

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "HH-CLOYES, INC.", CHANGING ITS NAME FROM "HH-CLOYES, INC." TO "MOP-CLOYES, INC.", FILED IN THIS OFFICE ON THE SEVENTEENTH DAY OF FEBRUARY, A.D. 2022, AT 1:34 O`CLOCK P.M.



A handwritten signature in black ink, appearing to read "JBULLOCK", written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

6747966 8100
SR# 20220569041

Authentication: 202697719
Date: 02-17-22

You may verify this certificate online at corp.delaware.gov/authver.shtml

TRADEMARK
REEL: 007638 FRAME: 0695

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:34 PM 02/17/2022
FILED 01:34 PM 02/17/2022
SR 20220569041 - File Number 6747966

OF

HH-CLOYES, INC.

This Amended and Restated Certificate of Incorporation of HH-Cloyes, Inc., a corporation organized and existing under the laws of the State of Delaware (hereafter the "Corporation") was duly adopted in accordance with the provisions of Sections 228, 242 and 245 of the General Corporation Law of the State of Delaware. The original Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on February 7, 2018.

The text of the original Certificate of Incorporation is hereby amended and restated to read in its entirety as follows:

ARTICLE ONE
NAME

The name of this Corporation is MOP-Cloyes, Inc. (the "Corporation").

ARTICLE TWO
ADDRESS OF REGISTERED AGENT

The registered office of the Corporation in the State of Delaware is 1209 Orange Street, Wilmington, Delaware 19801, New Castle County. The registered agent of the Corporation for service of process at such address is National Registered Agents, Inc.

ARTICLE THREE
PURPOSE

The purpose of this Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware, as amended (the "DGCL").

ARTICLE FOUR
CAPITAL STOCK

The total number of shares of stock which this Corporation has authority to issue is One Thousand (1,000) shares of common stock, with a par value of \$.001 per share.

ARTICLE FIVE
EXISTENCE

The Corporation is to have perpetual existence.

ARTICLE SIX
BYLAWS; BOARD OF DIRECTORS

In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, subject to any vote required by this Certificate of Incorporation, the Board of Directors is expressly authorized and empowered to adopt, amend or repeal the Bylaws of the Corporation in any respect not inconsistent with the laws of the State of Delaware or this Certificate of Incorporation; provided, however, that the fact that such power has been conferred upon the directors shall not divest the stockholders of the power and authority, nor limit the power of stockholders to adopt, amend or repeal bylaws.

In addition to the powers and authority herein or by statute expressly conferred upon it, the directors may exercise all such powers and do all such acts as may be exercised or done by a corporation under the laws of the State of Delaware, subject to the provisions of this Certificate of Incorporation and the Bylaws of this Corporation.

Any contract, transaction or act of this Corporation or of the Board of Directors or any committee of directors, which shall be ratified by the holders of a majority of the shares of stock of this Corporation shall, insofar as permitted by the laws of the State of Delaware or by this Certificate of Incorporation, be as valid and as binding as though ratified by every stockholder of this Corporation.

ARTICLE SEVEN
EXCULPATION

A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (a) for any breach of the director's duty of loyalty to the Corporation or its stockholders; (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (c) under Section 174 of the DGCL, as the same exists or hereafter may be amended; or (d) for any transaction from which the director derived an improper personal benefit (each of the items set forth in subsections (a) through (d) above shall be referred to herein as a "Director Exception").

If the DGCL hereafter is amended to authorize the further elimination or limitation of the liability of directors, then the liability of directors of this Corporation shall be eliminated or limited to the full extent authorized by the DGCL, as so amended. Any repeal or modification of this Article Eight shall not adversely affect any right or protection of a director of this Corporation existing at the time of such repeal or modification.

ARTICLE EIGHT
INDEMNIFICATION

(a) Right to Indemnification. Except in the event of a Director Exception, each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any threatened, pending or completed action, investigation, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she is or was a director of the Corporation or is or was serving at the request of the Corporation as a

director of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an “indemnitee”), whether the basis of such proceeding is an alleged action in an official capacity as a director or in any other capacity while serving as a director, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorneys’ fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue as to an indemnitee who has ceased to be a director and shall inure to the benefit of the indemnitee’s heirs, executors and administrators; provided, however, that, except as provided in paragraph (c) of this ARTICLE EIGHT with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors.

(b) Right to Advancement of Expenses. The right to indemnification conferred in paragraph (a) of this ARTICLE EIGHT shall include the right to be paid by the Corporation the expenses incurred in defending any proceeding for which such right to indemnification is applicable in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the DGCL requires, an advancement of expenses incurred by an indemnitee in his or her capacity as a director of the Corporation (and not in any other capacity) in which service was or is rendered by such indemnitee, including, without limitation, service to an employee benefit plan, shall be made only upon delivery to the Corporation of an undertaking by or on behalf of such director to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this ARTICLE EIGHT or otherwise.

(c) Right of Indemnitee to Bring Suit. The rights to indemnification and to the advancement of expenses conferred in paragraphs (a) and (b) of this ARTICLE EIGHT shall be contract rights. If a claim under paragraph (a) or (b) of this ARTICLE EIGHT is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty (20) days, the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expense pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard for indemnification set forth in the DGCL. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard

of conduct set forth in the DGCL, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such a suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this ARTICLE EIGHT or otherwise shall be on the Corporation.

(d) Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this ARTICLE EIGHT shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, this Certificate of Incorporation, any bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

(e) Witnesses. To the extent that any director of the Corporation is by reason of such position, or a position with another entity at the request of the Corporation, a witness in any proceeding, he or she shall be indemnified against all costs and expenses actually and reasonably incurred by him or on his behalf in connection therewith.

(f) Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

(g) Indemnification of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification, and to the advancement of expenses to any officer, employee or agent of the Corporation, or to any person serving at the request of the Corporation as an officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, to the fullest extent of the provisions of this ARTICLE EIGHT with respect to the indemnification and advancement of expenses of directors of the Corporation.

ARTICLE NINE AMENDMENTS

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by law, and all powers, preferences, rights, and privileges conferred upon stockholders, directors or any other persons herein are granted subject to this reservation.

ARTICLE TEN CORPORATE OPPORTUNITIES

To the fullest extent permitted by Section 122 of the General Corporation Law of the State of Delaware, the Corporation renounces any interest or expectancy of the Corporation in, or in

being offered an opportunity to participate in, business opportunities that are presented to any director of the Corporation who is an employee or designee of MidOcean Partners V, L.P. or its Affiliates (each a "Specified Director"), unless such opportunity is presented to, or acquired, created or developed by, or otherwise comes into the possession of a Specified Director expressly and solely in such Specified Director's capacity as a director of the Corporation. Without limiting the generality of the foregoing, the Corporation specifically renounces any rights or expectancy the Corporation might have in, or in being offered an opportunity to participate in, any business venture or business opportunity of any Specified Director or his or her Affiliates, and no Specified Director or any of his or her Affiliates shall have any obligation to offer any interest in any such business venture or business opportunity to the Corporation or otherwise account to the Corporation in respect of any such business ventures or opportunities. Furthermore, it shall not be deemed a breach of any fiduciary or other duties, if any, whether express or implied, for any Specified Director to permit himself, herself or one of his or her Affiliates to engage in a business opportunity in preference or to the exclusion of the Corporation or fail to communicate or present such business opportunity to the Corporation. As used in this ARTICLE TEN, an "Affiliate" means (i) for any particular Person, any other Person controlling, controlled by or under common control with such particular Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, contract or otherwise, (ii) for a Specified Director, MidOcean Partners V, L.P. or any "affiliate" thereof (as defined under subsection (i) of this definition), and (iii) in all cases shall not include the Corporation or any of its subsidiaries "Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.


ARTICLE ELEVEN
BUSINESS COMBINATIONS

This Corporation expressly elects not to be governed by Section 203 of the DGCL.

ARTICLE TWELVE
MEETINGS OF STOCKHOLDERS

Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws of the Corporation may provide. The books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated from the time to time by the Board of Directors or in the Bylaws of the Corporation. Election of directors need not be by written ballot unless the Bylaws of the Corporation so provide.

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation has been executed by a duly authorized officer of this Corporation on this 17th day of February, 2022.

By: 
Name: John Hanighen
Title: President and Chief Executive Officer

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF HH-CLOYES, INC.