

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM794388

|   |  |                       |                       |
|---|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |                       |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                       |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b>    |
| Plews, Inc.   |  | 03/13/2023            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                       |
| <b>Name:</b>  | Nucleus Distribution Inc.                          |                       |                       |
| <b>Trading As:</b>  | TA FMSI Automotive Hardware                        |                       |                       |
| <b>Street Address:</b>  | 1070 Heritage Road                                 |                       |                       |
| <b>City:</b>  | Burlington, Ontario                                |                       |                       |
| <b>State/Country:</b>   | CANADA   |                       |                       |
| <b>Postal Code:</b>   | L7L 4X9  |                       |                       |
| <b>Entity Type:</b>   | Corporation: CANADA                                |                       |                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>   | 3848372  | RHINOHIDE             |                       |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                       |
| <b>Fax Number:</b>  | 2029042195   |                       |                       |
| <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> |  |                       |                       |
| <b>Phone:</b>   | 202-903-2424                                       |                       |                       |
| <b>Email:</b>   | rshapiro@sasiplaw.com                              |                       |                       |
| <b>Correspondent Name:</b>  | Ronald E. Shapiro                                  |                       |                       |
| <b>Address Line 1:</b>  | 1300 Pennsylvania Avenue NW Suite 700              |                       |                       |
| <b>Address Line 4:</b>  | Washington, D.C. 20004                             |                       |                       |
| <b>DOMESTIC REPRESENTATIVE</b>  |  |                       |                       |
| <b>Name:</b>  | Ronald E. Shapiro                                  |                       |                       |
| <b>Address Line 1:</b>  | 1300 Pennsylvania Avenue NW Suite 700              |                       |                       |
| <b>Address Line 4:</b>  | Washington, D.C. 20004                             |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Ronald E. Shapiro                                  |                       |                       |
| <b>SIGNATURE:</b>   | /Ronald E. Shapiro/                                |                       |                       |
| <b>DATE SIGNED:</b>   | 03/14/2023   |                       |                       |
| <b>Total Attachments: 1</b>   |  |                       |                       |

OP \$40.00 3848372



**TRADEMARK ASSIGNMENT AGREEMENT**

This Agreement is made and is effective upon the date when the last of the parties have executed this document and is entered into by and between Plews, Inc., a Delaware corporation having its principal place of business at 1550 Franklin Grove Road Dixon, ILLINOIS UNITED STATES 61021 ("PLEWS") and Nucleus Distribution Inc Trading as FMSI Automotive Hardware., a Canadian corporation having its principal place of business at 1070 Heritage Road, Burlington, ONTARIO CANADA ("FMSI").

**WITNESSETH**

WHEREAS, PLEWS is the owner of U.S. Trademark Registration No. 3,848,372 ("the Registration") registered on September 14, 2010 for the mark RHINOHIDE ("the Mark") for "brake lines"; and

WHEREAS, PLEWS is interested in selling its rights to its Mark and to its Registration; and

WHEREAS, FMSI is interested in purchasing the Mark, the good will associated therewith as well as the Registration; and

WHEREAS, PLEWS is interested in selling the Mark and Registration to FMSI

NOW, THEREFORE, in consideration of the mutual promises herein set forth, the parties hereto, intending to be legally bound, agree as follows:

1. PLEWS for that consideration recited in paragraph 2 hereof, assigns unto FMSI all right, title and interest in and to the Mark together with the good will of the business symbolized by the Mark and the Registration thereof.

2. Good and valuable consideration reflected in the agreement between FMSI and Plews Dated November 21<sup>st</sup> 2022 in exchange for all right, title and interest in and to the Mark together with the good will of the business symbolized by the Mark and the Registration thereof.

Dated: 3/13/2023

PLEWS, INC.  
By: [Signature]  
(name) Dan Billie

Dated: 3/13/2023

FMSI AUTOMOTIVE HARDWARE  
By: [Signature] (Dave Greenwood)  
(name)