

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Omega Hose Manufacturing, Inc.		10/01/2011	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	Specialized Hose & Aftermarket Replacement Components, Inc.		
Street Address:	1550 Franklin Grove		
City:	Dixon		
State/Country:	ILLINOIS		
Postal Code:	61021		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1355344	OMEGA	
CORRESPONDENCE DATA			
Fax Number:	5742371125		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	574-237-1156		
Email:	michelle.horvath@btlaw.com		
Correspondent Name:	Gerard T. Gallagher, Barnes & Thornburg		
Address Line 1:	100 N. Michigan Street		
Address Line 2:	600 1st Source Bank Center		
Address Line 4:	South Bend, INDIANA 46601		
ATTORNEY DOCKET NUMBER:	55161-XXX		
NAME OF SUBMITTER:	Gerard T. Gallagher		
Signature:	/Gerard T. Gallagher/		

CH \$40.00 1355344

Date:

07/03/2012

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is entered into as of October 1, 2011 (the “**Effective Date**”), by and between OMEGA HOSE MANUFACTURING, INC., an Arizona corporation (“**Assignor**”), and SPECIALIZED HOSE & AFTERMARKET REPLACEMENT COMPONENTS, INC., a Delaware corporation (the “**Assignee**”), pursuant to that certain Asset Purchase Agreement, dated as of October 1, 2011, by and between Assignor, Assignee and ATSCO Remanufacturing, Inc. (the “**Purchase Agreement**”). Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement.

Assignor is the sole owner of all right, title and interest in the marks, registrations and applications identified in Schedule A attached (collectively the “**Marks**”).

In consideration of the payment of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably sells, assigns and transfers to Assignee all right, title and interest in the United States and all countries worldwide in and to the Marks, along with the goodwill associated with the Marks together with all related common law rights and the goodwill of the business symbolized thereby and all documentation, certificates of registration and other materials in possession of Assignor and its agents and representatives establishing and manifesting the Marks.

This Trademark Assignment includes the transfer of all claims for damages by reason of past infringement of the Marks with the right to sue for and collect same and in and to all legal equivalents of the Marks in foreign countries, if any.

The representations and warranties of Assignor applicable to the Marks, together with all limitations, restrictions, disclaimers and other provisions thereof, are contained in the Purchase Agreement. THIS TRADEMARK ASSIGNMENT DOES NOT, NOR SHALL IT BE DEEMED TO SUPERSEDE, SUPPLANT, EXTINGUISH, MERGE OR EXPAND ANY OF THE REPRESENTATIONS, WARRANTIES, INDEMNITIES OR LIMITATIONS CONTAINED IN THE PURCHASE AGREEMENT.

Notwithstanding anything in this Trademark Assignment to the contrary, Assignor makes no representation, warranty or guaranty of any kind concerning its ownership of, or right to use, the Marks in any country other than the United States.

Assignor agrees to do all other acts, provide any evidence and execute all other documents which may be reasonably necessary to effectuate the assignment, transfer, recordation, maintenance, and renewal of the Marks, at Assignee’s expense.

This Trademark Assignment shall be governed and construed in accordance with the laws of the State of Illinois without giving effect to principles of conflict of laws.

This Trademark Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

This Trademark Assignment shall be binding upon the parties, their successors, administrators, and assigns.

IN WITNESS WHEREOF, each of Assignor and Assignee has executed this Assignment as of the Effective Date.

ASSIGNOR

OMEGA HOSE MANUFACTURING, INC.

By: 

Name: DALE R. EATON

Title: PRESIDENT

Dated: October 1, 2011

ASSIGNEE

SPECIALIZED HOSE & AFTERMARKET
REPLACEMENT COMPONENTS, INC.

By: _____

Name: _____

Title: _____

Dated: October 1, 2011

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IN WITNESS WHEREOF, each of Assignor and Assignee has executed this Assignment as of the Effective Date.

ASSIGNOR

OMEGA HOSE MANUFACTURING, INC.

By: _____

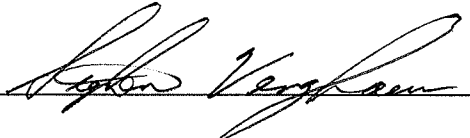
Name: _____

Title: _____

Dated: October 1, 2011

ASSIGNEE

SPECIALIZED HOSE & AFTERMARKET
REPLACEMENT COMPONENTS, INC.


By: 

Name: STEPHEN VENGAUS

Title: PRESIDENT

Dated: October 1, 2011

SCHEDULE A

Mark	Country	Registration Number
OMEGA and design 	United States	1355344

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