

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM331885

<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>
OE Quality Friction Inc.		01/28/2015	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Brake Parts Inc LLC		
<b>Street Address:</b>	4400 Prime Parkway		
<b>City:</b>	McHenry		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60050		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85922378	VORTEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125585700		
<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>	(312) 558-5600		
<b>Email:</b>	BrakePartsTMTeam@winston.com		
<b>Correspondent Name:</b>	Paul D. McGrady, Jr.		
<b>Address Line 1:</b>	35 W. Wacker Dr.		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	14367.10/02307		
<b>NAME OF SUBMITTER:</b>	Paul D. McGrady, Jr.		
<b>SIGNATURE:</b>	/Paul D. McGrady, Jr./		
<b>DATE SIGNED:</b>	02/11/2015		
<b>Total Attachments: 1</b>			
source=fully executed US trademark assignment#page1.tif			

CH \$40.00 85922378

**TRADE-MARK ASSIGNMENT**

PRICEWATERHOUSECOOPERS INC., in its capacity as receiver of the undertaking and certain assets of OE QUALITY FRICTION INC. (the "Assignor"), in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby assign, transfer, convey and set over to BRAKE PARTS INC LLC (the "Assignee"), the full post office address of whose principal office or place of business is 4400 Prime Parkway, McHenry, IL, 60050, USA, all of the Assignor's right, title and interest in and to the following trade-mark (the "Trade-mark"), together with the goodwill of the business carried on in association with the Trade-mark:

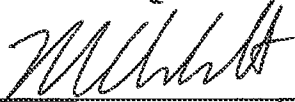
Application #	Registration #	Mark
85/922378		VORTEX

including all right, interest, choses in action, rights of action and recovery and damages for past infringement or resulting from any adverse use of the trade-mark or confusingly similar trade-marks together with all benefits of registration as a trade-mark and all goodwill arising from all use of such trade-mark before and after any such registration, and the right to claim such relief as is appropriate, the same to be held by the Assignee as fully and effectually as they would have been held by the Assignor had this assignment, transfer and conveyance not been made. The Assignor makes no representation, warranty or condition of any kind whatsoever with respect to the Trade-mark or the right of the Assignor to assign, transfer, convey or set over the Trade-mark.

The Assignment shall be binding upon and enure to the benefit of the respective successors and assigns of the Assignor and the Assignee.

EXECUTED this 28<sup>th</sup> day of January, 2015.

PRICEWATERHOUSECOOPERS INC., in its capacity as receiver of the undertaking and certain assets of OE QUALITY FRICTION INC.

Per:   
Name: Marc Arlette  
Title: Senior Vice President

BRAKE PARTS INC LLC

Per:   
Name: H. DAVID OVERBECK  
Title: PRESIDENT & CEO

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