

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348490

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Veyance Technologies, Inc.		07/01/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Stemco Kaiser Inc.		
Street Address:	4641 INDUSTRIAL DRIVE		
City:	Millington		
State/Country:	MICHIGAN		
Postal Code:	48746		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4710871	SPRINGRIDE	
Registration Number:	1152146	SUPER-CUSHION	
Registration Number:	0804896	SUPER-CUSHION	
CORRESPONDENCE DATA			
Fax Number:	3032919119		
<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:	3034732709		
Email:	aaroppel@hollandhart.com		
Correspondent Name:	Andrew Roppel		
Address Line 1:	Holland & Hart LLP, PO Box 8749		
Address Line 2:	Attn. Trademark Docketing		
Address Line 4:	Denver, COLORADO 80201		
NAME OF SUBMITTER:	Andrew Roppel		
SIGNATURE:	/Andrew Roppel/		
DATE SIGNED:	07/17/2015		
Total Attachments: 6			
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SCHEDULE B-1
TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made and entered into July 1, 2015, by and between Veyance Technologies, Inc., a Delaware corporation ("Assignor") and STEMCO Kaiser Incorporated, a Michigan corporation ("Assignee"). Capitalized terms used herein but not defined otherwise shall have the meaning ascribed to such terms in that certain Asset and Share Purchase Agreement by and among Assignor, Assignee, and additional Buyer and Seller entities, dated as of June 22, 2015 (the "Purchase Agreement").

WHEREAS, Assignor and Assignee are parties to the Purchase Agreement, pursuant to which Assignee and certain of its Affiliates agreed to purchase the Transferred Assets from Assignor and the other Sellers (as defined in the Purchase Agreement);

WHEREAS, Assignee desires to acquire all of Assignor's (and all of the Asset Sellers') right, title and interest in and to certain of the Marks as described in the Purchase Agreement, relevant portions of which are attached hereto as Schedule A (the "Assigned Marks").

NOW THEREFORE, for the consideration stated in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers (and will cause the Asset Sellers to sell, assign, transfer, convey and deliver) to Assignee all of Assignor's and the Asset Sellers' right, title and interest as of the Closing Date in, to and under the Assigned Marks (for the avoidance of doubt, solely in the jurisdictions listed in Schedule A), including the exclusive rights to: (i) hold and maintain the registration and all extensions thereof; (ii) all income and payments now or hereafter due or payable with respect thereto; (iii) sue, counterclaim and recover for, past, present and future infringement, dilution and other causes of action related to the rights assigned or to be assigned under this Trademark Assignment; (iv) all translations, adaptations, derivations, and combinations of the Assigned Marks; (v) all the goodwill and common law rights appurtenant to the Assigned Marks, and the portion of the business associated therewith; and, (vi) all applications, registrations, and renewals in connection with the Assigned Marks.
2. Assignor hereby authorizes and requests (and will cause the Asset Sellers to authorize and request) any applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the owner of the Assigned Marks and as assignee of Assignor's and the Asset Sellers' entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Trademark Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Assigned Marks.
3. Assignor will, at its own costs and expense, use all commercially reasonable efforts to take, or cause to be taken, all appropriate action to do, or cause to be done, all things necessary, proper or advisable under applicable Law or otherwise to consummate and

make effective the assignment contemplated by this Trademark Assignment as promptly as practicable. Assignor will (and will cause the Asset Sellers to agree) to provide any successor, assign, or legal representative of Assignee with the benefits and assistance provided to Assignee hereunder.

4. No provision of this Trademark Assignment may be amended or modified except by a written instrument signed by the parties hereto.
5. All matters arising from or relating to this Trademark Assignment and the transactions contemplated hereby (including its interpretation, construction, performance and enforcement) shall be governed by and construed in accordance with the internal Laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of Laws of any jurisdictions other than those of the State of New York.
6. This Trademark Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party hereto and delivered to the other party, it being understood that each party need not sign the same counterpart. This Trademark Assignment, or any counterpart referred to in this Section 6, may be executed and delivered by facsimile or by an electronic scan delivered by electronic mail.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment as of the date first above written.

ASSIGNOR

VEYANCE TECHNOLOGIES, INC.

By: _____

Name: Mark A. Schie

Title: Controller

By: _____

Name: Sheila M. M. Schiffman

Title: Assistant Secretary

Agreed and accepted:

ASSIGNEE

STEMCO KAISER INCORPORATED

By: _____

Name:

Title:

[Signature page to Trademark Assignment]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment as of the date first above written.

ASSIGNOR

VEYANCE TECHNOLOGIES, INC.

By: _____

Name:

Title:

By: _____

Name:

Title:

Agreed and accepted:

ASSIGNEE

STEMCO KAISER INCORPORATED

By: *Tanya D. Greeley*

Name: Tanya D. Greeley

Title: Vice President and Secretary

[Signature page to Trademark Assignment]

SCHEDULE A TO TRADEMARK ASSIGNMENT

Assigned Marks

Mark	Country	All Class	All Goods	Application No	Registration No	Owner
SPRINGRIDE	Austria	12	Blowers, pneumatic springs, suspensions and pneumatic shock-absorbers for vehicles	514627	514627B	Veyance Technologies, Inc.
SPRINGRIDE	Benelux	12	Blowers, pneumatic springs, suspensions and pneumatic shock-absorbers for vehicles	514627	514627B	Veyance Technologies, Inc.
SPRINGRIDE	Bulgaria	12	Blowers, pneumatic springs, suspensions and pneumatic shock-absorbers for vehicles	514627	514627B	Veyance Technologies, Inc.
SPRINGRIDE	Czech Republic	12	Blowers, pneumatic springs, suspensions and pneumatic shock-absorbers for vehicles	514627	514627B	Veyance Technologies, Inc.
SPRINGRIDE	Egypt	12	Blowers, pneumatic springs, suspensions and pneumatic shock-absorbers for vehicles	514627	514627B	Veyance Technologies, Inc.
SPRINGRIDE	France	12	Blowers, pneumatic springs, suspensions and pneumatic shock-absorbers for vehicles	1394367	1394367	Veyance Technologies, Inc.
SPRINGRIDE	Germany	12	Blowers, pneumatic springs, suspensions and pneumatic shock-absorbers for vehicles	514627	514627B	Veyance Technologies, Inc.
SPRINGRIDE	Great Britain	7	Shock absorbing cylinders (machine parts); screw jacks (machines); flexible jacks (power operated); hydraulic jacks; pneumatic jacks; shock absorbers for machines; bellows and pneumatic springs, all being parts of machines; all included in Class 7	1393336	1393336	Veyance Technologies, Inc.
SPRINGRIDE	Hungary	12	Blowers, pneumatic springs, suspensions and pneumatic shock-absorbers for vehicles	514627	514627B	Veyance Technologies, Inc.
SPRINGRIDE	Italy	12	Blowers, pneumatic springs, suspensions and pneumatic shock-absorbers for vehicles	514627	514627B	Veyance Technologies, Inc.
SPRINGRIDE	Liechtenstein	12	Blowers, pneumatic springs, suspensions and pneumatic shock-absorbers for vehicles	514627	514627B	Veyance Technologies, Inc.
SPRINGRIDE	Monaco	12	Blowers, pneumatic springs, suspensions and pneumatic shock-absorbers for vehicles	514627	514627B	Veyance Technologies, Inc.

SPRINGRIDE	Mongolia	12	Blowers, pneumatic springs, suspensions and pneumatic shock-absorbers for vehicles	514627	514627B	Veyance Technologies, Inc.
SPRINGRIDE	Morocco	12	Blowers, pneumatic springs, suspensions and pneumatic shock-absorbers for vehicles	514627	514627B	Veyance Technologies, Inc.
SPRINGRIDE	Portugal	12	Blowers, pneumatic springs, suspensions and pneumatic shock-absorbers for vehicles	514627	514627B	Veyance Technologies, Inc.
SPRINGRIDE	Romania	12	Blowers, pneumatic springs, suspensions and pneumatic shock-absorbers for vehicles	514627	514627B	Veyance Technologies, Inc.
SPRINGRIDE	Russian Federation	12	Blowers, pneumatic springs, suspensions and pneumatic shock-absorbers for vehicles	514627	514627B	Veyance Technologies, Inc.
SPRINGRIDE	San Marino	12	Blowers, pneumatic springs, suspensions and pneumatic shock-absorbers for vehicles	514627	514627B	Veyance Technologies, Inc.
SPRINGRIDE	Serbia-Montenegro	12	Blowers, pneumatic springs, suspensions and pneumatic shock-absorbers for vehicles	514627	514627B	Veyance Technologies, Inc.
SPRINGRIDE	Slovak Republic	12	Blowers, pneumatic springs, suspensions and pneumatic shock-absorbers for vehicles	514627	514627B	Veyance Technologies, Inc.
SPRINGRIDE	Spain	12	Blowers, pneumatic springs, suspensions and pneumatic shock-absorbers for vehicles	514627	514627B	Veyance Technologies, Inc.
SPRINGRIDE	Sudan	12	Blowers, pneumatic springs, suspensions and pneumatic shock-absorbers for vehicles	514627	514627B	Veyance Technologies, Inc.
SPRINGRIDE	Switzerland	12	Blowers, pneumatic springs, suspensions and pneumatic shock-absorbers for vehicles	514627	514627B	Veyance Technologies, Inc.
SPRINGRIDE	Tunisia	12	Blowers, pneumatic springs, suspensions and pneumatic shock-absorbers for vehicles	514627	514627B	Veyance Technologies, Inc.
SPRINGRIDE	United States	12	Land vehicle suspension parts, namely, air springs	86/254801	4710871	Veyance Technologies, Inc.
SUPER-CUSHION	United States	7	AIR SPRINGS USED PRIMARILY IN SUSPENDING HEAVY VEHICLES AND FOR MOUNTING HEAVY INDUSTRIAL MACHINERY	72/203496	804896	Veyance Technologies, Inc.
SUPER-CUSHION	United States	7; 12	AIR SPRINGS USED IN SUSPENDING HEAVY INDUSTRIAL MACHINERY IN CL 7; AIR SPRINGS USED IN SUSPENDING HEAVY VEHICLES IN CL 12	73/196020	1152146	Veyance Technologies, Inc.
SPRINGRIDE	Vietnam	12	Blowers, pneumatic springs, suspensions and pneumatic shock-absorbers for vehicles	514627	514627B	Veyance Technologies, Inc.