

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM397234

<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>
Brake Parts Inc LLC		08/16/2016	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BPI Holdings International, Inc.		
<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: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	74144244	AIMCO	
<b>Serial Number:</b>	74702497	BRUTESTOP	
<b>Serial Number:</b>	85056484	CERAMIC MAXIMUM STOPPING POWER AND SAFET	
<b>Serial Number:</b>	85851412	EHT	
<b>Serial Number:</b>	86073244	ELEMENT3	
<b>Serial Number:</b>	86975860	ELEMENT3	
<b>Serial Number:</b>	78398430	FRICTION READY	
<b>Serial Number:</b>	86073219	GREY FUSION 4.0	
<b>Serial Number:</b>	85056489	OE-MATCHED ENGINEERED TO RESTORE FACTORY	
<b>Serial Number:</b>	75836481	QS	
<b>Serial Number:</b>	86438050	RELIANT	
<b>Serial Number:</b>	86438058	RELIANT RELIABLE STOPPING POWER	
<b>Serial Number:</b>	86133993	RPT RUST PREVENTION TECHNOLOGY	
<b>Serial Number:</b>	85056478	THE TECHNICIAN'S CHOICE SINCE 1902	
<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		

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**Email:** BrakePartsTMTeam@winston.com  
**Correspondent Name:** Paul D. McGrady, Jr.  
**Address Line 1:** 35 W. Wacker Dr.  
**Address Line 4:** Chicago, ILLINOIS 60601

**NAME OF SUBMITTER:** Paul D. McGrady, Jr.

**SIGNATURE:** /Paul D. McGrady, Jr./

**DATE SIGNED:** 09/01/2016

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment ("Assignment") is made and entered into as of August 16, 2016 (the "Effective Date"), by and between Brake Parts Inc LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Assignor") and BPI Holdings International, Inc. a corporation organized and existing under the laws of the State of Delaware ("Assignee").

A. Assignor is the registered owner of the trademarks and trademark applications and registrations listed in Exhibit A attached hereto; and

B. Assignee wishes to acquire, and Assignor is willing to assign, convey and transfer to Assignee, all Assignor's right, title and interest in and to each such trademark, trademark application and registration listed in Exhibit A, all goodwill associated therewith and all related and corresponding rights in any jurisdiction in the world (collectively, the "Marks"), on the following terms and conditions.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, conveys, transfers and sets over to Assignee, its successors and assigns, the entire worldwide right, title and interest in and to the Marks, the ongoing and existing business of Assignor to which the Marks pertain, the goodwill of the business symbolized by the Marks, and all registrations that have been or may be granted thereon, all applications for registrations thereof, and all common law rights in the Marks worldwide, together with all rights and privileges granted and secured thereby, including all rights to register, renew, defend, and protect interests therein under the applicable laws of all jurisdictions and the right to sue in Assignee's own name and recover for any past, present or future infringement or other violation of the Marks and all income, royalties and damages hereafter due or payable with respect to the Marks, all of said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Marks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Further Assurances. Assignor will promptly execute or cause its current or former employees or contractors to execute, as applicable, all applications and any additional assignment or other documents, sign all lawful papers, make all rightful oaths, and generally do everything reasonably possible to aid the Assignee or its successors, legal representatives and assigns, to obtain and enforce proper protection for the Marks in all countries and to record Assignee as owner of the Marks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal

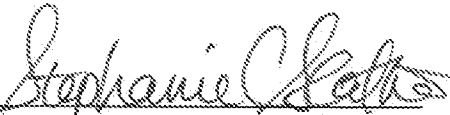
representatives. The cost of recording and registering ownership rights in the Marks shall be borne solely by Assignee, its successors and assigns.


4. Miscellaneous. This Assignment and the exhibits hereto constitute the entire understanding and agreement of the parties with respect to the subject matter hereof and supersede any and all written or oral, prior or contemporaneous understandings and agreements. This Assignment may only be amended by written agreement of the parties. This Assignment may be executed and delivered by facsimile or portable document format in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This Assignment shall be binding upon the parties, their heirs, successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith. The governing law of this Assignment shall be that of the State of Illinois, without regard to its conflicts of law principles.

Executed by the parties on the date(s) shown below.


**BRAKE PARTS INC LLC**



**BPI HOLDINGS INTERNATIONAL, INC.**

By:   
Name: Stephanie C. Slotkin  
Title: Secretary  
Date: 8/26/2016

By:   
Name: Stephanie C. Slotkin  
Title: VP, General Counsel & Secretary  
Date: 8/26/2016

**EXHIBIT A**  
**MARKS**

Mark	Application No.	Filing Date	Registration No.	Registration Date
AIMCO	74/144,244	3/4/1991	1,670,175	12/31/1991
BRUTESTOP	74/702,497	6/12/1995	1,984,124	07/02/1996
CERAMIC MAXIMUM STOPPING POWER AND SAFETY	85/056,484	6/7/2010	3,956,166	05/03/2011
EHT	85/851,412	2/15/2013	4,539,285	05/27/2014
ELEMENT3	86/073,244	9/24/2013	n/a	n/a
ELEMENT3	86/975,860	9/24/2013	4,676,746	01/20/2015
FRICION READY	78/398,430	4/8/2004	3,017,490	11/22/2005
GREY FUSION 4.0	86/073,219	9/24/2013	n/a	n/a
OE-MATCHED ENGINEERED TO RESTORE FACTORY PERFORMANCE	85/056,489	6/7/2010	3,952,852	04/26/2011
QS	75/836,481	11/1/1999	2,401,955	11/07/2000
RELIANT	86/438,050	10/29/2014	4,755,891	06/16/2015
RELIANT RELIABLE STOPPING POWER	86/438,058	10/29/2014	n/a	n/a
RPT RUST PREVENTION TECHNOLOGY	86/133,993	12/3/2013	n/a	n/a
THE TECHNICIAN'S CHOICE SINCE 1902	85/056,478	6/7/2010	3,956,011	05/03/2011
	n/a	n/a	Common Law	n/a
	n/a	n/a	Common Law	n/a
	n/a	n/a	Common Law	n/a
	n/a	n/a	Common Law	n/a

Mark	Application No.	Filing Date	Registration No.	Registration Date
	n/a	n/a	Common Law	n/a
	n/a	n/a	Common Law	n/a

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