

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM519282

|   |  |                       |                        |
|---|--|-----------------------|------------------------|
| <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>     |
| Apex Products Company   |  | 04/10/2019            | Corporation: TENNESSEE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                        |
| <b>Name:</b>  | Ampro Industries, Inc.                             |                       |                        |
| <b>Street Address:</b>  | 6240 Poplar Avenue                                 |                       |                        |
| <b>City:</b>  | Memphis  |                       |                        |
| <b>State/Country:</b>   | TENNESSEE  |                       |                        |
| <b>Postal Code:</b>   | 38119  |                       |                        |
| <b>Entity Type:</b>   | Corporation: TENNESSEE                             |                       |                        |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                        |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                        |
| <b>Registration Number:</b>   | 1572736  | APEX                  |                        |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                        |
| <b>Fax Number:</b>  | 5025890309   |                       |                        |
| <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>   | 5025895235   |                       |                        |
| <b>Email:</b>   | mwilliams@wyattfirm.com                            |                       |                        |
| <b>Correspondent Name:</b>  | MATTHEW A. WILLIAMS                                |                       |                        |
| <b>Address Line 1:</b>  | 500 West Jefferson Street                          |                       |                        |
| <b>Address Line 2:</b>  | Suite 2800   |                       |                        |
| <b>Address Line 4:</b>  | Louisville, KENTUCKY 40202                         |                       |                        |
| <b>NAME OF SUBMITTER:</b>   | Matthew A. Williams                                |                       |                        |
| <b>SIGNATURE:</b>   | /Matthew A. Williams/                              |                       |                        |
| <b>DATE SIGNED:</b>   | 04/16/2019   |                       |                        |
| <b>Total Attachments: 3</b>   |  |                       |                        |
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| source=61828166-v1-EXECUTED United States Assignment of Trademarks by Apex#page2.tif  |  |                       |                        |
| source=61828166-v1-EXECUTED United States Assignment of Trademarks by Apex#page3.tif  |  |                       |                        |

OP \$40.00 1572736

Assignment of Trademarks

ASSIGNMENT OF TRADEMARKS made as of the 10<sup>th</sup> day of April, 2019, by Apex Products Company, a Tennessee corporation ("Assignor"), to Ampro Industries, Inc., a Tennessee corporation ("Assignee").

RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of April 10, 2019 by and between Assignor and Assignee (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation the registered trademarks of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such Assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered trademarks, including without limitation the trademarks listed on Schedule A annexed hereto and incorporated herein by reference (the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any of the Marks, whether arising prior to or subsequent to the date of this Assignment of Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademarks shall be governed by and construed in accordance with the laws of the State of Tennessee without giving effect to the principles of conflicts of laws thereof.

[Signatures on Following Page]

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Trademarks as of the date first above written.

Apex Products Company


By: \_\_\_\_\_

Melinda Menke, President

STATE OF TENNESSEE  
COUNTY OF SHELBY

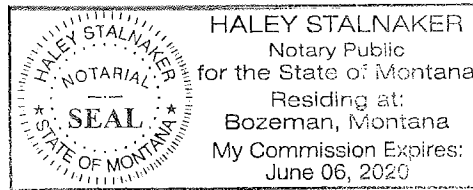
Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Melinda Menke, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged herself to be the President of Apex Products Company, the within named bargainer, a Tennessee corporation, and that she as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as such officer.

WITNESS my hand and Notarial Seal at office this 8 day of April, 2019.

  
Notary Public

My Commission Expires:

June 6, 2020



SCHEDULE A

| Mark Name          | Registration or Serial Number | Registration or Filing Date | Country       |
|--------------------|-------------------------------|-----------------------------|---------------|
| APEX<br>(STYLIZED) | 1572736                       | December 26,<br>1989        | United States |

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