

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM640712

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900599765		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dura Automotive Systems GMBH		06/05/2020	Corporation: GERMANY
RECEIVING PARTY DATA			
Name:	DUS Operating Inc.		
Street Address:	1780 Pond Run		
City:	Auburn Hills		
State/Country:	MICHIGAN		
Postal Code:	48326		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1352424	FLEXBALL	
CORRESPONDENCE DATA			
Fax Number:	7344183320		
<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:	7344183142		
Email:	mail@vivacqualaw.com		
Correspondent Name:	Jason M.S. Goodman		
Address Line 1:	3101 E. Eisenhower Pkwy		
Address Line 2:	Suite 1		
Address Line 4:	Ann Arbor, MICHIGAN 48108		
ATTORNEY DOCKET NUMBER:	DURA364-FLEXBALL		
NAME OF SUBMITTER:	Jason M.S. Goodman		
SIGNATURE:	/Jason M.S. Goodman/		
DATE SIGNED:	04/20/2021		
Total Attachments: 8			
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source=Trademark Assignment Dura Op LLC - Dura Hold KG - GMBH and DUS Operating Inc. Execution Version 062020#page2.tif

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Trademark Assignment”), effective as of June 5, 2020 (the “Effective Date”), is entered into by and between Dura Operating, LLC, Dura Automotive Holding GmbH & Co. KG, and Dura Automotive Systems GMBH (each, an “Assignor” and together, “Assignors”) and DUS Operating Inc., a Delaware corporation (“Assignee”). Assignors and Assignee are each referred to individually as a “Party” and together as the “Parties.”

WHEREAS, Assignors are the sole and exclusive beneficial and record owners of the trademarks and trademark registrations set forth on Schedule A attached hereto; and

WHEREAS, Assignors or certain of their affiliates and Assignee or certain of its affiliates have entered into that certain Stock and Asset Purchase Agreement dated as of April 29, 2020 (as it may be amended, supplemented or modified from time to time, the “NA Purchase Agreement”), under which, among other things, Assignors have agreed to assign to Assignee all of Assignors’ right, title and interest in, to and under the trade names, trademarks and service marks, business names, corporate names, domain names, trade dress, logos, slogans, design rights, and other similar designations of source or origin owned, held for use in, or registered or applied to be registered in Canada, the United States or Mexico and relating primarily to the Business (as defined in the NA Purchase Agreement), including without limitation those set forth in Schedule A (the “NA Marks”), as well as the goodwill associated therewith and symbolized thereby;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements set forth herein and in the NA Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignors hereby assign, transfer, and convey to Assignee in perpetuity, and Assignee hereby accepts, any and all right, title, and interest, including all statutory and common law rights, in the United States and throughout the world, whether now or hereafter existing, in and to the NA Marks, together with all goodwill of Assignors associated with, and symbolized by, the NA Marks. As part of such assignment, Assignors assign, transfer, and convey to Assignee, for Assignee’s own use and enjoyment and for the use and enjoyment of Assignee’s successors, assigns, and other legal representatives, the following:

(a) all applications, registrations, and issuances included within the NA Marks, and all extensions and renewals of the NA Marks;

(b) the right to prosecute, maintain and defend the NA Marks before any public or private agency, office or registrar, including by filing extensions and all other applications relating to the NA Marks;

(c) the right, if any, to claim priority based on the filing dates of any of the NA Marks under the Paris Convention for the Protection of Industrial Property and all other treaties of like purposes;

(d) the right to sue and recover damages or other compensation for past, present or future infringement, claims of unfair competition, likelihood of confusion or dilution or any other claim or cause of action related to the NA Marks, and the right to sue and obtain equitable relief, including injunctive relief, in respect of any such claim or cause of action; and

(e) all rights to collect royalties and other payments under or on account of any of the NA Marks.

2. Recordation. Assignors hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office, other empowered officials of the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to (a) record Assignee as the assignee and owner of the entire interest in the NA Marks or other rights identified in this Trademark Assignment; (b) deliver to Assignee, and to Assignee's attorneys, agents, successors, or assigns, all official documents and communications as may be warranted by this Trademark Assignment; and (c) issue any and all registrations, certificates, or other governmental grants or issuances that may be granted upon any of the NA Marks or other rights identified in this Trademark Assignment in the name of Assignee, as the assignee to the entire interest therein. Assignee shall bear all of the costs and expenses related to such recordation.

3. Further Assurances. At any time after the date hereof, Assignors shall use commercially reasonable efforts to (a) execute and deliver such other instruments of sale, transfer, conveyance, assignment, assumption and confirmation, and (b) take such other actions as Assignee may reasonably request, in each case of clauses (a) and (b) that are necessary or desirable for obtaining, sustaining or reissuing any registrations for the NA Marks and transferring, conveying, assigning, and delivering to Assignee the title in and to the NA Marks, all at Assignee's sole cost and expense.

4. Purchase Agreement. Nothing herein shall be deemed to extend or amplify the rights, remedies, duties, or obligations of Assignee or Assignors under the NA Purchase Agreement and, to the extent that there is any conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the NA Purchase Agreement, the terms and conditions of the NA Purchase Agreement shall govern, supersede, and prevail. Except as otherwise provided herein, all capitalized terms used and not defined herein (including the recitals hereto) shall have the respective meanings assigned to such terms in the NA Purchase Agreement.

5. Counterparts. This Trademark Assignment may be executed in multiple original, PDF or facsimile counterparts, each of which shall be deemed an original, and all of which taken together shall be considered one and the same agreement. Delivery of an executed counterpart of this Trademark Assignment by facsimile transmission or by electronic mail in portable document format (.pdf) shall be as effective as delivery of a manually executed counterpart hereof.

6. Governing Law. The interpretation and construction of this Trademark Assignment, and all matters relating to this Trademark Assignment, will be governed by

the laws of the State of New York without giving effect to any conflict of law provisions thereof.

7. Headings. The headings contained in this Assignment are intended solely for convenience and shall not affect the rights of the parties to this Assignment.

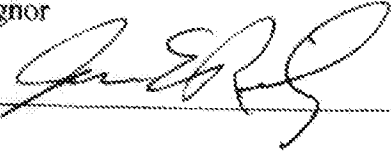
8. Amendments. This Trademark Assignment shall not be amended except by an instrument in writing signed on behalf of each of the parties.

9. Successors and Assigns. This Trademark Assignment is executed by, shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns for the uses and purposes set forth above.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Trademark Assignment to be executed and delivered as of the day and year first above written.

Dura Operating, LLC
as Assignor

By: 

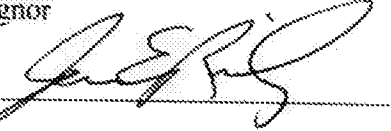
Name: Jim Riedy
Title: Chief Financial Officer

Dura Automotive Holding GmbH & Co. KG
as Assignor

By: 

Name: Jim Riedy
Title: Authorized Person

Dura Automotive Systems GMBH
as Assignor

By: 

Name: Jim Riedy
Title: Authorized Person

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 007258 FRAME: 0278

IN WITNESS WHEREOF, the Parties hereto have caused this Trademark Assignment to be executed and delivered as of the day and year first above written.

Dura Operating, LLC

as Assignor

By: _____

Name: _____

Title: _____

Dura Automotive Holding GmbH & Co. KG

as Assignor

By: _____

Name: _____

Title: _____

Dura Automotive Systems GMBH

as Assignor

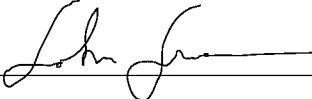
By: _____

Name: _____

Title: _____

DUS Operating Inc.

as Assignee

By:  _____

Name: John Greene

Title: Director

**SCHEDULE A
MARKS**

TRADEMARK WORD(S)	REGISTRATION NUMBER	FILING DATE	SERIAL NUMBER	REGISTRATION DATE	JURISDICTION	ASSIGNOR
DURA (Stylized)	4424401	12/10/2012	85/798926	10/29/2013	United States	Dura Operating, LLC
DURA	4848761	12/10/2012	85/798,913	11/10/2015	United States	Dura Operating, LLC
DURATRONICS	3543716	7/6/2005	79026436	12/9/2008	United States	Dura Automotive Holding GmbH & Co. KG
EXCEL (stylized form)	1076891	1/13/1977	73112349	11/8/1977	United States	Dura Operating, LLC
DURA (design)	3823515	12/13/2007	77351228	7/27/2010	United States	Dura Operating, LLC
DURA AUTOMOTIVE SYSTEMS	3629455	12/10/2007	77347792	6/2/2009	United States	Dura Operating, LLC
FLEXBALL	1352424	4/27/1983	73423383	8/6/1985	United States	Dura Automotive Systems GMBH
INVISITRAK	3412191	11/3/2006	77035981	4/15/2008	United States	Dura Operating, LLC