

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OD Distributors, LLC		12/19/2012	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	Universal Power Group, Inc.		
Street Address:	1720 Hayden Drive		
City:	Carrollton		
State/Country:	TEXAS		
Postal Code:	75006		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85717434		
Serial Number:	85706166	HOLLYWOOD	
Serial Number:	77909172	KINETIK	
CORRESPONDENCE DATA			
Fax Number: <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	jpatton@pattonhoyt.com		
Correspondent Name:	John Patton		
Address Line 1:	100 Crescent Court, Suite 700		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	UPGI		
NAME OF SUBMITTER:	John Patton		
Signature:	/JWP/		

OP \$90.00 85717434

Date:

02/28/2013

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Agreement"), dated as of Dec 19th 2012, is made by OD Distributor, LLC. ("OD"), an Ohio Limited Liability Company, and Universal Power Group, Inc., a Texas Corporation ("UPG"). OD and UPG are each referred to herein as a "Party" and collectively as the "Parties." OD is sometimes referred to herein as the "Assignor".

WITNESSETH:

WHEREAS, OD has engaged in the business of selling car audio and car racing equipment, including Kinetik-branded batteries and related goods (the "Business").

WHEREAS, OD owns trademark applications for certain trademarks utilized in the Business and some of those applications have matured into registrations.

WHEREAS, The Assignor have agreed to convey, transfer and assign to UPG all rights it or he may have in the intellectual property related to the Business, and have agreed to execute and deliver this Agreement, for recording with federal, state, and foreign government authorities including, but not limited to, with respect to individual patents, registered trademarks and copyrights, applications for the foregoing and exclusive copyright licenses, the US Patent and Trademark Office and the US Copyright Office and their foreign equivalents.

NOW THEREFORE, for the purchase price specified below the Parties agree as follows:

1. Assignment. Subject to the foregoing, each of the Assignor hereby transfers, grants, conveys, assigns, and relinquishes exclusively to UPG any and all rights, title and interest it now has or may hereafter acquire in perpetuity or for the longest period otherwise permitted by law in and to any intellectual property used or related to the Business (the "Intellectual Property"). For purposes of this Agreement, Intellectual Property means: (a) all patents and patent applications and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof; (b) all trademarks and registrations and applications therefor, together with the goodwill symbolized thereby and all issuances, extensions and renewals thereof; provided that, with respect to only United States intent-to-use trademark applications and solely to the extent and during the period that the assignment thereof would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications, the transfer of such applications hereunder shall not be effective until after such period has expired; (c) all copyright registrations, applications for registration and exclusive copyright licenses hereto and all issuances, extensions and renewals thereof, all original works of authorship, including source code, object code, documentation, and related written materials, and all copyrights, whether or not registered, covering such works of authorship; (d) any trade secrets, proprietary information and know-how including, without limitation, technical data, designs, plans, functional specifications, test data and operating specifications; (e) all rights of any kind whatsoever of any Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; (f) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; (g) any and all claims, with respect to any of the foregoing, for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; (h) any inventions, ideas, discoveries or concepts, whether patentable or not, embodied in the Business, (i) licenses, websites, domain names related to the Business and any content, design and images on Kinetik's websites and webpages, and any licensing or ownership of any other underlying software that powers Kinetik's website and webpages, every piece of underlying code, every database, all equipment. All existing or pending applications and registrations for the Intellectual Property are set forth on Schedule A.

2. Further Assurances. Each of the Assignor will assist UPG in every reasonable way to obtain and, from time to time, enforce patents, trademarks, copyrights, trade secrets and other rights and

protection, and to that end, the Assignor and their employees will execute all documents for use in applying for and obtaining such patents, trademarks, copyrights, trade secrets and other rights and protection as UPG may request, together with any assignments thereof to UPG or persons designated by it. The Assignor and their employees' obligations to assist UPG in obtaining and enforcing patents, trademarks, copyrights, trade secrets and other rights and protection continue beyond the termination of this Agreement. The Assignor will each preserve documentation and other evidence that is in its possession and that pertain to use of the trademarks related to the Business.

3. Recordation. Each of the Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other federal, state, or foreign government officials, including without limitation the World Intellectual Property Organization, to record and register this Agreement upon request by UPG.

to the extent of any damages incurred by UPG or which it can reasonably

5. Covenant Not to Sue. None of the Assignor will institute any action or suit at law or in equity in any jurisdiction against UPG and its parents, subsidiaries, affiliates, divisions, subdivisions, joint venturers, principals, predecessors, successors and/or assigns, present and former partners, shareholders and their respective present and former directors, officers, employees, customers, distributors, retailers, agents and/or attorneys as well as each of their heirs, executors, administrators, successors and/or assigns (the "UPG Parties"), nor to institute, prosecute, or in any way voluntarily aid in the institution or prosecution of any claim, or bring any other legal action or allege, promote, sponsor, or provide aid to another or sponsor, promote, or cause another party to prosecute or allege, against the UPG Parties any claim, demand, action, or cause of action for damages or compensation for or on account of any, damage, loss, or injury either to person, known or unknown, past, present, or future, relating to the Intellectual Property.

6. Representations and Warranties. Each of the Assignor represents and warrants that (a) Schedule A sets forth a complete and accurate list of the applications and registrations for Intellectual Property, (b) it has not abandoned the Intellectual Property from the date of first use through the date of this Agreement, (c) the Assignor own all of the right, title and interest in the Intellectual Property and UPG

shall, pursuant to this Agreement, obtain all right, title and interest to the Intellectual Property free and clear of any liens, encumbrances, or claims, (d) it has not sold, assigned, or transferred the Intellectual Property to any person or entity other than to UPG, (e) it has all requisite power, authority and capacity to execute, deliver and perform under this Agreement and the other documents, certificates and instruments to be executed by the Assignor in connection with this Agreement, and (f) this Agreement is the legal, valid and binding agreement of Assignor, enforceable against Assignor in accordance with its terms, and all necessary consents will have been obtained to effectuate this Agreement..

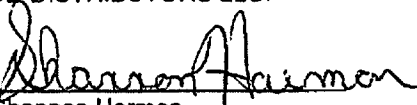
7. Indemnity. The Assignor will, jointly and severally, indemnify, defend, and hold the UPG Parties harmless from and against and all liabilities, claims, causes of action, suits, losses, damages, fines, judgments, settlements, and expenses (including reasonable attorneys' fees) (collectively, "Liabilities") arising from or relating to (a) an Assignor's breach of its representations or warranties contained herein, or (b) a claim that the Intellectual Property or UPG's use of the Intellectual Property infringes the intellectual property rights of a third-party prior to the date of this Agreement.

8. General. This Agreement shall be governed by the laws of the State of Texas, excluding any such laws that might direct the application of the laws of another jurisdiction. The exclusive venue for any action arising under or relating to this agreement shall be in the state and federal courts located in Dallas County, Texas. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. This Agreement constitutes the entire agreement between the Parties with regard to the subject matter of this Agreement and supersedes all prior agreements, representations, proposals, discussions and communications, whether oral or in writing, in relation to the subject matter of this Agreement. No waiver, consent, or modification of terms of this Agreement shall bind either party unless in writing and signed by both parties, and then such waiver, consent, or modification shall be effective only in the specific instance and for the specific purpose given.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date first above written.

OD:
OD DISTRIBUTORS LLC.

By: 
Shannon Harmon

UPG:
UNIVERSAL POWER GROUP, INC.

By: 

Name: RAMIN SALEHI

Title: Sr. VP, Operation

By: 

Name: MIMI TAN

Title: Sr. VP Business Dev & Marketing

Schedule A

I. Patent Applications and Registrations

II. Trademark Applications and Registrations

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Appl. No.</u>	<u>Appl. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
KINETIK	United States	77909172	11 Jan. 2010	4014385	23 Aug. 2011
KINETIK	Canada	1492942	19 Aug. 2010		
KINETIK	International (Madrid Protocol)			IR1046137	8 July 2010
KINETIK	Jamaica		May 31, 2011	058210	April. 2, 2012
KINETIK	Israel	237263		1046137	
KINETIK	Panama	17414	Mar. 2, 2012	209519-01	Sep. 7, 2012
KINETIK	Greece			1046137	
KINETIK	Dominica	200/2011			
KINETIK	Malaysia	2011-012935			
KINETIK	Thailand	837502			
KINETIK	Venezuela	2011/000231			



= Pending in the US; Serial No. 85/717,434

HOLLYWOOD = Pending in the US; 85/706,166

III. Copyright Applications and Registrations

Copyright Registration No. VA0001751458 / 2010-12-03 for the second version of the labels;

Copyright Registration No. VA0001751432 / 2010-12-03 for the first generation monster;

Copyright Registration No. VA0001751434 / 2010-12-03 for the winged logo and the second generation Monster

IV. Domain Name Registrations

www.kinetaudio.com180db.com /.net

kinetaudio.com /.net

kinetikpower.com /.net

kinetikmarine.com /.net

kinetikracing.com /.net