

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318598

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Genesis Supreme RV, Inc.		09/29/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Pirelli Tyre S.p.A.		
Street Address:	Viale Piero E Alberto Pirelli, 25		
City:	Milano		
State/Country:	UNITED STATES		
Postal Code:	20001-4413		
Entity Type:	Societa per Azioni (Spa): ITALY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85945605	DIABLO	
CORRESPONDENCE DATA			
Fax Number:	4046536444		
<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:	4046536452		
Email:	virginia.carron@finnegan.com		
Correspondent Name:	Virginia L. Carron		
Address Line 1:	901 New York Avenue NW		
Address Line 4:	Washington, D.C. 20001-4413		
ATTORNEY DOCKET NUMBER:	07131.8067		
DOMESTIC REPRESENTATIVE			
Name:	Virginia L. Carron		
Address Line 1:	901 New York Avenue NW		
Address Line 4:	Washington, D.C. 20001-4413		
NAME OF SUBMITTER:	Virginia L. Carron		
SIGNATURE:	/Virginia L. Carron/		
DATE SIGNED:	10/01/2014		
Total Attachments: 3 source=Assignment to Pirelli#page1.tif			

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TRADEMARK

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ANNEX A

TRADE MARK ASSIGNMENT AGREEMENT


This Trademark Assignment Agreement (the "Assignment") is entered into

between

Genesis Supreme RV, Inc., a company incorporated in California whose registered office is at 1320 W. Oleander Avenue, Perris, California 92571 U.S.A. (the "Assignor"); and

Pirelli Tyre S.p.A., a company incorporated in Italy whose registered office is at Viale Piero e Alberto Pirelli 25, I-20126 Milano (MI), Italy (the "Assignee").

RECITALS

- (A) The Assignor is the proprietor of the US Trademark Application No. 85/945605 in class 12 for "Recreational vehicles, namely, motor homes, travel trailers and park trailers" for the trademark  (the "Assigned Trademark").
- (B) The Assignor desires to assign and transfer to Assignee all rights, title and interest in and to the Assigned Trademark, including above mentioned US Trademark Application No.85/945605, together with the goodwill associated with the Assigned Trademark and the relevant prior use rights.

AGREEMENT

1. ASSIGNMENT

In consideration and effective of the payment by Assignee to Assignor - within five (5) business days of the Effective Date, as defined in the Settlement Agreement and Trademark License ("Settlement Agreement") to which this Assignment is attached and by telegraphic transfer to the bank account designated in writing by Assignor - of the amount of Seven Thousand Five Hundred United States Dollars (\$7500.00) , the Assignor, with full title guarantee, hereby assigns and transfers to the Assignee all rights, title and interest in and to the Assigned Trademark, including the above mentioned US Trademark Application No.85/945605, together with the goodwill associated with the Assigned Trademark and the relevant prior use rights, as well as the exclusive right to sue for damages and other remedies in respect of any infringement which may have occurred prior to the date of assignment (including proceedings in respect of passing off or acts under the laws of unfair competition in respect of the Assigned Trademark). Assignee shall have the exclusive right, in its sole discretion, to prosecute and maintain the Assigned Trademark in its own name, at its own cost and expense.

2. WARRANTIES

The Assignor warrants and represents that:

- a) the Assignor is the sole unencumbered legal and beneficial owner of the Assigned Trademark;
- b) the Assigned Trademark is free of any and all encumbrances, securities, charges, liens, licenses and third party rights;
- c) Except the Opposition to Registration of Trademark proceeding number 91215458 pending before the United States Patent and Trademark Office, the lawsuit pending in the United States District Court, Case Number: 5:13 -cv-2339-CAS(FPMx) which are all intended to be resolved by the Settlement Agreement and this Assignment, the Assigned Trademark is not the subject of any attack or other dispute and the Assignor has not received any threats or allegations regarding the same; and
- d) the Assignor has full right, power and authority to enter into this Trademark Assignment Agreement and there is no restriction on the ability of Assignor to perform this Agreement.

The Assignor shall keep the Assignee fully indemnified from any and all damages suffered by the Assignee in connection with a breach by the Assignor of any of its representation and warranty under this Article 2.

3. FURTHER ASSURANCE

The Assignor hereby undertakes, at the Assignee's expense, to execute all documents and take all other reasonable action necessary to properly record the assignment under Article 1 of this Trademark Assignment Agreement and to perfect the vesting in the name of Assignee of the Assigned Trademark.

Assignor shall deliver to Assignee (or Assignee's nominated representative) within 30 days as of the date of this Trademark Assignment Agreement all deeds, documents of title, certificates and other files and records (including those of its trademark agents) relating to the Assigned Trademark.

4. GOVERNING LAW-JURISDICTION

This Trademark Assignment Agreement is governed by the laws of the United States and the State of California. The Federal Court in the Central District of California shall have exclusive jurisdiction for any dispute, controversy or claim arising under, out of or relating to this Agreement and/or any subsequent amendment of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination. If the Federal court has no jurisdiction then the Riverside Superior Court Riverside Branch will have exclusive jurisdiction.

5. SETTLEMENT AGREEMENT PREVAILS IN CONFLICT

The rights and granted by this Assignment, and representations and warranties herein, and all provisions herein, are subject to the Settlement Agreement to which this Assignment is attached, and where there is a conflict, the Settlement Agreement terms prevail.

Signed for and on behalf of
Genesis Supreme RV, Inc.


Date: 9-29-2014



Pablo Cannon

Signed for and on behalf of
Pirelli Tyre S.P.A.

Date: 01-10-2014



Gian Paolo