

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM320145

<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>
RTM Productions, Inc.		10/01/2014	CORPORATION: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RTM Productions, LLC		
<b>Street Address:</b>	201 Monroe Street		
<b>Internal Address:</b>	RSA Tower 20th Floor		
<b>City:</b>	Montgomery		
<b>State/Country:</b>	ALABAMA		
<b>Postal Code:</b>	36104		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86169142	OFFROAD XTREME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2054885891		
<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>	2052263404		
<b>Email:</b>	ppsmith@balch.com		
<b>Correspondent Name:</b>	Pam Smith		
<b>Address Line 1:</b>	1901 Sixth Ave N, Suite 1500		
<b>Address Line 4:</b>	Birmingham, ALABAMA 35203		
<b>NAME OF SUBMITTER:</b>	Pam Smith		
<b>SIGNATURE:</b>	/psmith/		
<b>DATE SIGNED:</b>	10/15/2014		
<b>Total Attachments: 2</b>			
source=OffRoad Xtreme#page1.tif			
source=OffRoad Xtreme#page2.tif			

OP \$40.00 86169142

## ASSIGNMENT AGREEMENT

This Assignment Agreement ("Agreement"), effective October 1, 2014 is entered into by and between RTM Productions, Inc. ("Assignor"), and RTM Productions, LLC ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement dated October 1, 2014 (the "Purchase Agreement"), Assignor has agreed to assign all right, title, and interest into its Trademarks as used in the Business and pursuant to such Agreement, Assignor has agreed to transfer such business and the goodwill related thereto to Assignee;

WHEREAS, Assignor owns all right, title, and interest in and to the pending federal trademark application for OFFROAD XTREME (stylized) Serial No. 86/169,142 (the "Application"), which trademark is used in connection with the Business;

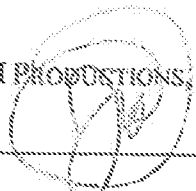
NOW, THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed:

1. Assignment. Assignor does hereby sell, assign, and transfer unto Assignee the entire right, title and interest in and to the Trademarks and the Application, together with the goodwill of the business symbolized by the Trademarks and the Application, and together with all associated common law rights, claims, demands, causes of action and rights of recovery for past infringement thereof, the same to be held and enjoyed by Assignee, for its own use and benefit, and for that of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this sale, assignment and transfer not been made; provided, however, this Agreement shall be expressly subject to the definitions of Assumed Liabilities and Excluded Liabilities in the Purchase Agreement, and this paragraph shall not be construed to alter, amend, revise, modify, or change Assignor's and Assignee's respective responsibilities or obligations under the Purchase Agreement.
2. Correspondence and Further Assurances. If, prior to the recordation of this Agreement by Assignee, Assignor shall receive any notification from the Patent and Trademark Office ("PTO") regarding the Application, including without limitation, the issuance of the Notice of Allowance, it shall promptly notify Assignee of same. Assignor further agrees to execute such written documents as Assignee deems necessary, at Assignee's expense, to effectuate the purposes of this Agreement.
3. Waiver. A failure of either party to exercise any right provided for herein shall not be deemed to be a waiver of any right hereunder.
4. Severability. Whenever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

5. Entire Agreement. This Agreement, along with the Purchase Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall not be amended except in a written agreement executed by each party. Any capitalized terms used herein but not defined herein shall have the meanings attributed to them in the Purchase Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its authorized representatives as of the date set forth below.

RTM PRODUCTIONS, INC.

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

Title: President

Date: October 15, 2014

RTM PRODUCTIONS, LLC

By: Rebecca S. Baya

Title: Vice President/Secretary

Date: October 15, 2014