

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM329916

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brammo, Inc.		01/12/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Polaris Industries Inc.		
Street Address:	2100 Highway 55		
City:	Medina		
State/Country:	MINNESOTA		
Postal Code:	55340		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4176162	EMPULSE	
Registration Number:	3825162	ENERTIA	
CORRESPONDENCE DATA			
Fax Number:	6123329081		
<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:	612.332.5300		
Email:	lstrom@merchantgould.com		
Correspondent Name:	Merchant & Gould P.C.		
Address Line 1:	PO Box 2910		
Address Line 4:	Minneapolis, MINNESOTA 55402-0910		
ATTORNEY DOCKET NUMBER:	15174.126US01/127US01		
NAME OF SUBMITTER:	Andrew S. Ehard		
SIGNATURE:	/Andrew S. Ehard/		
DATE SIGNED:	01/23/2015		
Total Attachments: 2			
source=Attachment Brammo Trademark Assignment Agreement (Exhibit B to Polaris I #page1.tif			
source=Attachment Brammo Trademark Assignment Agreement (Exhibit B to Polaris I #page2.tif			

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Trademark Assignment") is entered into as of January 12, 2015 by and between Polaris Industries Inc. ("Assignee"), and Brammo, Inc. ("Assignor").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to an agreement dated January 12, 2015 (the "Agreement"), pursuant to which Assignor has agreed to transfer to Assignee and Assignee has agreed to accept from Assignor certain of its business assets, including, without limitation, certain intellectual property assets; and

WHEREAS, in accordance therewith, Assignor desires to assign to Assignee all of Assignor's worldwide right, title and interest in, to and under certain of Assignor's intellectual property including, without limitation, Assignor's common law trademarks "EMPULSE R" and "ENERTIA Plus"; as well as to U.S. Trademark Registrations "EMPULSE" (Word Mark) (Registration Number 4176162) and "ENERTIA" (Word Mark) (Registration Number 3825162) (collectively, the "Marks") and the goodwill which is associated therewith and which is symbolized thereby.

NOW, THEREFORE, Assignor, for and in exchange for the consideration set forth in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer, grant and convey to Assignee, free and clear of all pledges, security interests, liens, charges, encumbrances, equities, claims, options or limitation of every kind other than as set forth in Section 4.04 of the Agreement, all of Assignor's worldwide right, title and interest in, to and under the Marks, including the applications for each of the Marks, together with the goodwill associated therewith and which is symbolized thereby, all rights to sue for infringement thereof, whether arising on, prior to or subsequent to the date of this Assignment, 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 and in any other jurisdiction, the same to be held and enjoyed by 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 Assignor had this Assignment not been made.

Assignor agrees to execute, acknowledge and deliver to Assignee, at Assignee's request, any and all further documents, papers, affidavits, statements and/or other instruments, whether or not in paper or electronic form, to confirm Assignee's ownership of all rights pursuant to this Assignment.

This Assignment shall be binding upon the successors and assigns of Assignor and inure to the benefit of the successors and assigns of Assignee.

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

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

Assignor, intending to be legally bound hereby, has duly executed this Agreement as of the date first above written.

ASSIGNOR

Brammo, Inc.

By: 

Name: *CHAD BRAMSON*

Title: *CEO*

ASSIGNEE

Polaris Industries Inc.

By: 

Name: *Todd Michael Belar*

Title: *VP Corp Dev*