

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330545

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MSD LLC		12/30/2014	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Racepak LLC		
Street Address:	1490 Henry Brennan Drive		
City:	El Paso		
State/Country:	TEXAS		
Postal Code:	79936		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3360209	DASHHAWK	
Registration Number:	1656136	RACEPAK	
Registration Number:	3214574	G2X	
Registration Number:	3718910	G2XPRO	
Registration Number:	4254006	SMARTWIRE	
Registration Number:	4254059	SMARTWIRE	
CORRESPONDENCE DATA			
Fax Number:	3104079090		
<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:	(310) 407-4000		
Email:	vsekhon@ktbslaw.com		
Correspondent Name:	Vijay Sekhon		
Address Line 1:	1999 Avenue of the Stars		
Address Line 2:	39th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	2087-002		
NAME OF SUBMITTER:	Kathryn Zwicker		
SIGNATURE:	/kz/		

OP \$165.00 3360209

DATE SIGNED:	01/30/2015
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Total Attachments: 3

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TRADEMARK ASSIGNMENT

WHEREAS, MSD LLC, a Delaware Limited Liability Company, ("Assignor") has agreed to assign and transfer to Racepak LLC, a Delaware Limited Liability Company ("Assignee"), all right, title and interest to certain trademarks and the associated applications and registrations therefor together with the goodwill of the business symbolized by those trademarks, as set forth on Schedule A hereto (the "Marks"), effective as of the Effective Date (as defined in the Assignment Agreement as defined below); and

WHEREAS, Assignor has adopted, owns and is using the Marks in connection with various goods and services or has a bona fide intent to use the Marks in connection with such goods and services; and

WHEREAS, Assignee desires to acquire the Marks, any applications and registrations therefor, and, to the extent applicable, the portion of the business in connection with which Assignor has a bona fide intent to use the Marks identified on Schedule A which are the subject of an intent-to-use application.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Marks, any applications and registrations therefor, and, to the extent applicable, the portion of the business in connection with which Assignor has a bona fide intent to use the Marks identified on Schedule A which are the subject of an intent-to-use application, together with the goodwill of the business symbolized by the Marks, including, without limitation, all rights to sue at law or in equity for any past, present or future infringement thereof, and to receive all proceeds and damages therefrom, to be held and enjoyed by Assignee, its successors and assigns, as fully as the same would have been held and enjoyed by Assignor had this assignment and sale not been made, effective as of the date on which Assignee has obtained all local, state and federal licenses, permits, sales tax registrations and foreign qualifications necessary to operate the Racepak business, as further set forth in that certain Assignment and Assumption Agreement (the "Assignment Agreement"), dated as of December 31, 2014, by and between Assignor and Assignee.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor has caused this Trademark Assignment to be executed and delivered as of the date below.

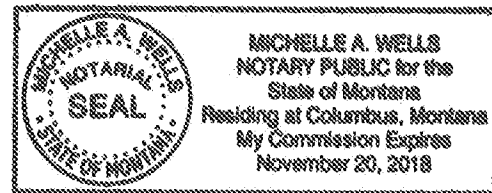
MSD LLC

By: *Rick Riebusch*
Name: *Rick Riebusch*
Title: *CEO, MSD, LLC*

Dated effective as of December 31, 2014.




SUBSCRIBED and SWORN to before me
this 30 day of December, 2014.

Michelle A. Wells
Notary Public
My Commission Expires: *Nov 20, 2018*



SCHEDULE A

MSD LLC Trademarks

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
DASHHAWK (Stylized) 	76/665,724	9/7/2006	3,360,209	12/25/2007	Registered
RACEPAK	74/103,609	10/9/1990	1,656,136	9/10/1991	Registered
G2X & Design 	76/655,669	2/27/2006	3,214,574	3/6/2007	Registered
G2X PRO	76/655,674	2/27/2006	3,718,910	12/1/2009	Registered
SMARTWIRE	85/607,058	4/24/2012	4,254,006	12/4/2012	Registered
SMARTWIRE & Design 	85/616,255	8/29/2012	4,254,059	12/4/2012	Registered