

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339946

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rallysport Direct, L.L.C.		04/29/2015	LIMITED LIABILITY COMPANY: UTAH
RECEIVING PARTY DATA			
Name:	Rallysport Direct, LLC		
Street Address:	218 West 12650 South		
City:	Draper		
State/Country:	UTAH		
Postal Code:	84020		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77790559	RALLYSPORTDIRECT	
Serial Number:	86570284	LIFE IS TOO SHORT TO STAY STOCK	
Serial Number:	86570413	RS	
CORRESPONDENCE DATA			
Fax Number:	2033255001		
<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:	2033553821		
Email:	jfrancis@fdh.com		
Correspondent Name:	Joyce Francis c/o Finn Dixon & Herling		
Address Line 1:	177 Broad Street		
Address Line 2:	14th Floor		
Address Line 4:	Stamford, CONNECTICUT 06901-2048		
ATTORNEY DOCKET NUMBER:	1031.055		
NAME OF SUBMITTER:	Henry Sire		
SIGNATURE:	/s/ Henry Sire, Esq.		
DATE SIGNED:	04/30/2015		
Total Attachments: 5 source=02039745#page1.tif			

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of April 30, 2015, by and between **Rallysport Direct, L.L.C.**, a Utah limited liability company ("Assignor") to and in favor of **RallySport Direct, LLC**, a Delaware limited liability company ("Assignee"), pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and between Assignee, Assignor and the other parties named therein (the "Purchase Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such term in the Purchase Agreement.

Recitals:

A. In accordance with the Purchase Agreement, Assignor desires to transfer to Assignee all of Assignor's rights in the trademarks, trademark registrations and trademark registration applications set forth on Exhibit A (the "Trademarks"), and Assignee desires to acquire all of Assignor's entire right, title and interest in and to the Trademarks, together with all goodwill associated with the Trademarks.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor does hereby sell, assign, transfer, convey and set over unto Assignee all rights, title and interest in and to the Trademarks, including the registrations and registration applications therefore and all common law rights and rights in foreign jurisdictions therein, together with all goodwill associated with the Trademarks, including, but not limited to, any and all rights to register and to renew the Trademarks, all rights to sue and recover for past, present and future damages and profits for infringement thereof, and all rights of priority and protection of interests therein under the laws of any jurisdiction worldwide, free and clear of all liens, claims, security interests, and other encumbrances, to have and to hold forever for the sole and exclusive use and benefit of Assignee.

2. As a result of this Assignment, the Trademarks are to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its heirs, successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment, sale, conveyance and transfer had not been made.

3. Assignor further covenants and agrees that it shall, at any time, upon Assignee's request, execute and deliver any agreement, document, certificate or instrument, including any documents for transferring the registrations for said Trademarks, and generally do all that is possible or that may be necessary or desirable to perfect the title to the Trademarks in Assignee, its heirs, successors, assigns or other legal representatives.

4. If applicable, Assignor hereby authorizes and requests the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Trademarks.

5. The representations and warranties of Assignor applicable to the Trademarks, together with all limitations, restrictions, disclaimers and other provisions thereof, are contained in the Purchase Agreement. THIS ASSIGNMENT DOES NOT, NOR SHALL IT BE DEEMED TO SUPERSEDE, SUPPLANT, EXTINGUISH, MERGE OR EXPAND ANY OF THE REPRESENTATIONS, WARRANTIES, INDEMNITIES OR LIMITATIONS CONTAINED IN THE PURCHASE AGREEMENT.

6. This Assignment shall be binding upon the parties, their successors, administrators, and assigns.

7. This Assignment will be governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be performed entirely within such State, without regard to any conflicts of law principles that would require the application of any other Law.

8. This Assignment may be executed in one or more counterparts, each of which will be deemed an original agreement, but all of which will be considered one instrument and will become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other. A facsimile of this document bearing a party's signature or a printed copy of the original, or signed document scanned in .pdf or .tiff format shall have the same legal force and effect as an original of such signature and shall be treated as an original document for evidentiary purposes.

9. The parties represent that they have carefully read this Assignment and have had an opportunity to consult with an attorney. The parties affirmatively state that they understand the contents of this Assignment, and sign this Assignment as their free act and deed.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed through their duly authorized and empowered representatives as of the date first written above.

ASSIGNOR:

RALLYSPORT DIRECT, L.L.C.
a Utah limited liability company

By: _____
Name: Nick Widdison
Title: President

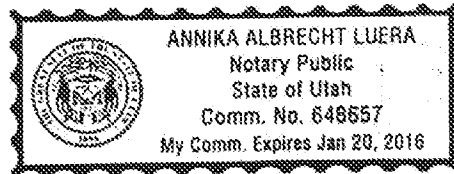
STATE OF Utah
COUNTY OF Salt Lake

I, Annika Albrecht Luera, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Nick Widdison, as Manager of RALLYSPORT DIRECT L.L.C. appeared before me this day in person, and acknowledged that he signed and delivered the said instrument on behalf of said company as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29 day of April, 2015.

Annika Albrecht Luera
Notary Public

My Commission Expires:
Jan 20 2016



ASSIGNMENT ACCEPTED:

ASSIGNEE:

RALLYSPORT DIRECT, LLC,
a Delaware limited liability company

By: _____
Name: Matt Jordan
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed through their duly authorized and empowered representatives as of the date first written above.

ASSIGNOR:

RALLYSPORT DIRECT, L.L.C.
a Utah limited liability company

By: _____
Name: Nick Widdison
Title: President

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Nick Widdison, as Manager of RALLYSPORT DIRECT L.L.C. appeared before me this day in person, and acknowledged that he signed and delivered the said instrument on behalf of said company as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ____ day of _____, 2015.

Notary Public

My Commission Expires:

ASSIGNMENT ACCEPTED:

ASSIGNEE:

RALLYSPORT DIRECT, LLC,
a Delaware limited liability company


By: _____
Name: Matt Jordan
Title: Chief Executive Officer

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005507 FRAME: 0386

Exhibit A

Trademarks

Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date	Class	Status
RALLYSPORTDIRECT	77790559	7/27/2009	4012939	8/16/2011	35	Registered
LIFE IS TOO SHORT TO STAY STOCK	86570284	3/19/2015	N/A	N/A	35	Pending
	86570413	3/19/2015	N/A	N/A	35	Pending