

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343162

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mark Edlund		02/01/2015	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Tite Belts, LLC		
Street Address:	1220 S. Barrington Ave. #2		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86403350	TITE	
CORRESPONDENCE DATA			
Fax Number:	8017978659		
<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:	1-866-273-0388		
Email:	dok@jpwebb.us		
Correspondent Name:	Philip Matthews		
Address Line 1:	1204 W South Jordan Parkway, Ste. B2		
Address Line 4:	South Jordan, UTAH 84647		
ATTORNEY DOCKET NUMBER:	P6513E1TM		
NAME OF SUBMITTER:	Philip A. Matthews		
SIGNATURE:	/Philip A. Matthews/		
DATE SIGNED:	06/02/2015		
Total Attachments: 3			
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OP \$40.00 86403350

ASSIGNMENT OF TRADEMARK AND INTELLECTUAL PROPERTY RIGHTS AGREEMENT
(the "Agreement")

1. WHEREAS, I, Mark Edlund, an individual resident of Utah, having social security number [REDACTED] ("Assignor"), owns all rights in and to the mark TITE (including without limitation, U.S. Trademark Application Serial Number 86403350), (hereafter, the "Intellectual Property"); and

2. WHEREAS, Tite Belts, LLC, a California limited liability company ("Assignee") having its principal place of business at 1220 S. Barrington Ave. #2 Los Angeles, CA 90025 is desirous of acquiring the entire right, title, and interest in and to the Intellectual Property, which has been and may be granted and issued in the United States of America, and throughout the world;

3. NOW THEREFORE, in consideration of the sum of One U.S. Dollar (USD \$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, I, Assignor, do hereby sell, assign, and transfer unto said Assignee the entire right, title, and interest, and GOODWILL, in and to the Intellectual Property for the territory of the United States, and throughout the world, including any and all foreign rights and Convention priorities, in and to the Intellectual Property, to be held and enjoyed by said Assignee for its use and benefit and for its successors and assigns to the full end of the term for which any and all trademark registrations for the Intellectual Property may be granted, as fully and entirely as the same would have been held by me as if this assignment and sale had not been made.

4. I FURTHER AGREE to execute upon presentation any and all domestic and foreign applications describing and claiming the Intellectual Property without further consideration, and in conjunction therewith to execute any and all further assignments or other documents that may be required for filing under the International Convention or for recording in trademark and intellectual property offices throughout the world. If I cannot sign or refuse to

execute any and all domestic and foreign applications, assignments, or documents describing and claiming our trademark, I hereby appoint Melissa Kerry Dagodag, Esq. with Full Power of Attorney to prosecute any and all trademark or other intellectual property rights applications and to transact all business, including the signing of documents, concerning the Intellectual Property on my behalf.

5. The persons signing below on behalf of each party hereby warrant that they are the authorized representative of the party for whom they are signing and have full authority to enter into this Agreement and unconditionally bind the party to all terms and conditions stated herein.

6. I, Assignor, hereby warrant that I have the proper title to transfer all the worldwide right, title, and interest in and to the mark TITE (including without limitation, U.S. Trademark Application Serial Number 86403350) and have not transferred the Intellectual Property to another party prior to this Agreement.

7. This Agreement has been duly executed by the appropriate authorized representatives as of the date first set forth above and shall be effective immediately upon complete execution throughout the universe in perpetuity.

8. The parties shall strive to settle any dispute arising from the interpretation or performance of this Agreement through friendly consultation within thirty (30) days after one party asks for consultation. In case no settlement can be reached through consultation, each party can submit such matter to arbitration. The arbitration award shall be final and binding upon the parties and shall be enforceable in accordance with its terms.

9. The validity, interpretation and implementation of this Agreement shall be governed by the laws of the state of California, the county of Los Angeles.

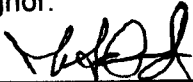
10. Any amendment and supplement of this Agreement shall come into force only after a written agreement is signed by both parties. The amendment and supplement duly

executed by both parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

11. Any provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering any other provision hereof invalid or unenforceable in any other jurisdiction.

IN WITNESS THEREOF the parties hereto have caused this Agreement to be duly executed on their behalf by an authorized representative as of the date set forth above.

Assignor:



By: Mark Edlund

Assignee:



By: Shannon Glenn as Authorized Representative of Tite Belts, LLC