

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900348817		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RBP Performance Inc.		12/23/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	E & P Investments, LLC		
Street Address:	5793 MARTIN RD.		
City:	IRWINDALE		
State/Country:	CALIFORNIA		
Postal Code:	91706		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85920786	R RBP	
CORRESPONDENCE DATA			
Fax Number:	8185475329		
<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>			
Email:	dll@kpclegal.com		
Correspondent Name:	David Lalazarian		
Address Line 1:	550 N. Brand Blvd., Suite 1500		
Address Line 4:	Glendale, CALIFORNIA 91203		
NAME OF SUBMITTER:	David Lalazarian		
SIGNATURE:	/David Lalazarian/		
DATE SIGNED:	01/14/2016		
Total Attachments: 2			
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December 23, 2015

TRADEMARK ASSIGNMENT

This Agreement is entered into freely by and between RBP Performance, Inc., ("Assignor") and E & P Investments, LLC ("Assignee").

WHEREAS, Assignor is the owner of the actual trademark for tires identified as follows: STAR RBP U.S. Trademark Registration No. 4748472, ROLLING BIG POWER U.S. Trademark registration No. 4748487, and U.S. R STAR POWER Trademark serial No. 86654735 (the "Trademarks"); and

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademarks in perpetuity;

NOW, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks.
2. Consideration. The Parties acknowledge the sufficiency of the consideration of this Assignment in connection with the trademark sale.
3. Representations and Warranties. Assignor represents and warrants to Assignee:
 - (a) Assignor has the right, power and authority to enter into this Agreement;
 - (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademarks;
 - (c) The Trademarks is free of any liens, security interests, encumbrances or licenses;
 - (d) The Trademarks does not infringe the rights of any person or entity;
 - (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks;
 - (f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
 - (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs (including all court costs) in such litigation from the party against whom enforcement was sought.

5. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter.

6. Amendment. This Agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this Agreement.


7. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

8. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

9. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by the laws of California and any dispute shall be resolved in Orange County, State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the first date listed above.

ASSIGNEE


Nousep Boyajian, Manager

ASSIGNOR


Frank Hodges, President