

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM385905

|   |  |                       |   |
|---|--|-----------------------|---|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                       |   |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |   |
| <b>CONVEYING PARTY DATA</b>   |  |                       |   |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b>                      |
| Erik Buell Racing, LLC  |  | 01/19/2016            | Limited Liability Company:<br>WISCONSIN |
| <b>RECEIVING PARTY DATA</b>   |  |                       |   |
| <b>Name:</b>  | Liquid Asset Partners LLC                          |                       |   |
| <b>Street Address:</b>  | 4060 29th Street                                   |                       |   |
| <b>City:</b>  | Grand Rapids                                       |                       |   |
| <b>State/Country:</b>   | MICHIGAN   |                       |   |
| <b>Postal Code:</b>   | 49512  |                       |   |
| <b>Entity Type:</b>   | Limited Liability Company: MICHIGAN                |                       |   |
| <b>PROPERTY NUMBERS Total: 8</b>  |  |                       |   |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |   |
| <b>Registration Number:</b>   | 4603121  | ET-V2                 |   |
| <b>Registration Number:</b>   | 4489160  | FIERCELY INDEPENDENT  |   |
| <b>Registration Number:</b>   | 4306512  | FIERCELY INDEPENDENT  |   |
| <b>Registration Number:</b>   | 4404453  |                       |   |
| <b>Registration Number:</b>   | 4306412  |                       |   |
| <b>Registration Number:</b>   | 4404452  | EBR                   |   |
| <b>Registration Number:</b>   | 4306413  | EBR                   |   |
| <b>Registration Number:</b>   | 4306411  | EBR                   |   |
| <b>CORRESPONDENCE DATA</b>  |  |                       |   |
| <b>Fax Number:</b>  | 2125865095   |                       |   |
| <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> |  |                       |   |
| <b>Email:</b>   | rboghosian@ctswlaw.com                             |                       |   |
| <b>Correspondent Name:</b>  | Robert A. Boghosian                                |                       |   |
| <b>Address Line 1:</b>  | 420 Lexington Ave, Suite #2400                     |                       |   |
| <b>Address Line 4:</b>  | New York, NEW YORK 10170                           |                       |   |
| <b>NAME OF SUBMITTER:</b>   | Mai-Khoi Nguyen-Thanh                              |                       |   |
| <b>SIGNATURE:</b>   | /Mai-Khoi Nguyen-Thanh/                            |                       |   |

OP \$215.00 4603121

|  |            |
|--|------------|
| <b>DATE SIGNED:</b>  | 05/27/2016 |
| <b>Total Attachments: 3</b><br>source=00292453#page1.tif<br>source=00292453#page2.tif<br>source=00292453#page3.tif |            |

**TRADEMARK, SERVICE MARK, TRADE NAME  
AND TRADE DRESS ASSIGNMENT**

**THIS TRADEMARK, SERVICE MARK, TRADE NAME AND TRADE DRESS ASSIGNMENT**, dated as of January 19, 2016 (this "Assignment"), is made by ERIK BUELL RACING, LLC., a Wisconsin limited liability company ("Assignor") in favor of LIQUID ASSET PARTNERS LLC, a Michigan limited liability company ("Assignee").

**WHEREAS**, Assignor is the owner of all right, title, and interest in and to the trademarks, service marks, trade names, trade dress listed on Schedule A attached hereto and the applications and registrations therefor (collectively, the "Marks"); and

**WHEREAS**, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of December 9, 2015, by and between Assignor and Assignee (as amended, the "Asset Purchase Agreement") pursuant to which, among other things, Assignor has agreed to sell and assign to Assignee, and Assignee has agreed to purchase and accept, all of Assignor's right, title, and interest in and to the Marks; and

**WHEREAS**, this Assignment is entered into pursuant to, and as a condition of the closing of the transactions contemplated under the Asset Purchase Agreement.

**NOW, THEREFORE**, for good and valuable consideration acknowledged by Assignor to have been received in full from Assignee and pursuant to the terms of the Asset Purchase Agreement, Assignor hereby agrees as follows:

1. Assignor hereby conveys, transfers, assigns, and delivers unto Assignee, absolutely and forever, its entire right, title, and interest in in and to the Marks, whether statutory or at common law, including, without limitation, any extensions and renewals thereof, together with any and all goodwill symbolized by, or otherwise resulting from, such Marks, with the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors and assigns, including the right to sue for and receive all damages accruing from past infringement of the Marks, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment not been made.

2. This Assignment is governed entirely in accordance with the terms and conditions of the Asset Purchase Agreement.

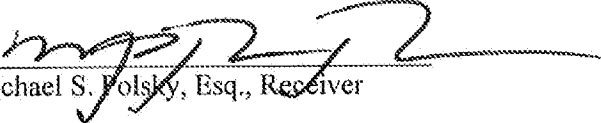
3. This Assignment shall be binding on, and shall inure to the benefit of, Assignor, Assignee, and their respective successors and/or assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representatives effective as of the 19th day of January 2016.

**ERIK BUELL RACING, LLC**

By: **MICHAEL S. POLSKY, ESQ., WIS. STATS.  
CHAPTER 128 RECEIVER OF ERIK BUELL  
RACING, LLC**

  
Michael S. Polsky, Esq., Receiver

[SIGNATURE PAGE – TRADEMARK, SERVICE MARK, TRADE NAME AND  
TRADE DRESS ASSIGNMENT]

SCHEDULE A

| <b>Owner</b>           | <b>Trademark</b>               | <b>Serial Number/Registration Number</b> | <b>Registration Date</b> |
|------------------------|--------------------------------|--|--------------------------|
| Erik Buell Racing, LLC | "ET-V2"                        | 86090455/4603121                         | 9/9/2014                 |
| Erik Buell Racing, LLC | "Fiercely Independent"         | 85683890/4489160                         | 2/25/2014                |
| Erik Buell Racing, LLC | "Fiercely Independent"         | 85533110/4306512                         | 3/19/2013                |
| Erik Buell Racing, LLC | Design mark: winged horse      | 85661501/4404453                         | 9/17/2013                |
| Erik Buell Racing, LLC | Design mark: winged horse      | 85508731/4306412                         | 3/19/2013                |
| Erik Buell Racing, LLC | "EBR"                          | 85661433/4404452                         | 9/17/2013                |
| Erik Buell Racing, LLC | "EBR" with winged horse design | 85508744/4306413                         | 3/19/2013                |
| Erik Buell Racing, LLC | "EBR"                          | 85508622/4306411                         | 3/19/2013                |

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