

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM390933

<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>
Power Sport Industries, Inc.		08/01/2012	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	All Balls Racing, Inc.		
<b>Street Address:</b>	3787 95th Ave. NE		
<b>Internal Address:</b>	Suite 250		
<b>City:</b>	Blaine		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55014		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3969715	ALL BALLS	
<b>Registration Number:</b>	2893698	ALL BALLS RACING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Phone:</b>	612-604-6725		
<b>Email:</b>	trademark@winthrop.com		
<b>Correspondent Name:</b>	Bradley J. Walz		
<b>Address Line 1:</b>	225 South Sixth Street		
<b>Address Line 2:</b>	Capella Tower, Suite 3500		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Bradley J. Walz		
<b>SIGNATURE:</b>	/Bradley J. Walz/		
<b>DATE SIGNED:</b>	07/11/2016		
<b>Total Attachments: 6</b>			
source=20120801 Asset Purchase Agreement#page1.tif			
source=20120801 Asset Purchase Agreement#page2.tif			
source=20120801 Asset Purchase Agreement#page3.tif			

OP \$65.00 3969715

source=20120801 Asset Purchase Agreement#page4.tif

source=20120801 Asset Purchase Agreement#page5.tif

source=20120801 Asset Purchase Agreement#page6.tif

---

**ASSET PURCHASE AGREEMENT**  
**DATED AS OF AUGUST 1, 2012**  
**BY AND AMONG**  
**ALL BALLS RACING, INC.,**  
**POWER SPORT INDUSTRIES, INC.,**  
**KEVIN KRAFT,**  
**MARIANNE DURNALL**  
**AND**  
**STEFAN LAESSIG**

---

## ASSET PURCHASE AGREEMENT

**THIS ASSET PURCHASE AGREEMENT** (this “**Agreement**”), dated as of August 1, 2012, is by and among All Balls Racing, Inc., a Delaware corporation (“**Buyer**”), Power Sport Industries, Inc., a Pennsylvania corporation (the “**Company**”), Kevin Kraft (“**Kraft**”), Marianne Durnall (“**Durnall**”) and Stefan Laessig (“**Laessig**” and, collectively with Kraft and Durnall, the “**Owners**,” and the Owners, collectively with the Company, “**Sellers**”).

### RECITALS

A. The Owners together own all of the issued and outstanding capital stock of the Company. As a result, each Owner will derive substantial benefit from the consummation of the transactions contemplated by this Agreement.

B. All of the issued and outstanding equity interests of Buyer are indirectly owned by Arrowhead Electrical Products, LLC, a Delaware limited liability company (“**Parent**”).

C. Pursuant to this Agreement, the Company desires to sell to Buyer, and Buyer desires to purchase from the Company, the Assets (as defined below), on the terms and conditions set forth herein.

### AGREEMENT

In consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

#### ARTICLE 1 PURCHASE AND SALE

**Section 1.1 Assets.** On the terms and subject to the conditions set forth in this Agreement, at the Closing, except as expressly set forth in **Section 1.2**, the Company agrees to sell, transfer, assign and deliver to Buyer, free and clear of all (i) security interests, claims, liabilities, mortgages, pledges, assessments and other encumbrances and liens (“**Liens**”), and (ii) covenants, obligations, agreements, options, rights of first refusal, restrictions and burdens of every kind or nature whatsoever, including limitations, qualifications or restrictions on voting power or power of disposition (“**Other Encumbrances**”), and Buyer agrees to purchase and assume from the Company, all of the Company’s right, title and interest in and to, all of its assets and property, tangible and intangible, of every kind and description (other than the Excluded Assets) including, but not limited to:

(a) Inventory. All raw materials, supplies, work-in-process, finished goods and other items included in the inventory of the Company (the “**Inventory**”);

(b) Tangible Personal Property. All leasehold improvements, office furniture and equipment (including all computers) and other tangible personal property of the Company;

(c) Contracts. All rights the Company has or may have under the Contracts set forth on **Schedule 1.1(c)** (the “**Assumed Contracts**”);

(d) Accounts Receivable. All rights the Company has or may have with respect to accounts receivable from, and notes or other evidences of indebtedness of, any Person (the “**Receivables**”);

(e) Prepaid Assets. All deposits and other prepaid assets and prepaid expenses of the Company, excluding (except to the extent, if any, reflected as an asset in the Final Net Working Capital) any prepaid Taxes;

(f) Proprietary Rights. All Intellectual Property owned or licensed with right to transfer by the Company and all goodwill associated therewith, including that Intellectual Property identified on **Schedule 3.10(a)** and **Schedule 3.10(b)**, and the exclusive right (to the extent of the rights of the Company) to display, prepare, reproduce, create derivative works based on and operate (as applicable) the same;

(g) Business Information. All customer information, vendor information, marketing/buyer group information, sales or leasing representative information, sales or leasing contact management information (from both employees and contract agents) of the Company;

(h) Books and Records. All books and records of the Company, including all records, files, papers, plans, data, sales, leasing and purchase correspondence, accounting records, financial records and related information, in whatever form, and the employment records of any employees of the Company who have accepted from Buyer an offer of employment subsequent to the Closing;

(i) Licenses, Permits and Approvals. All rights of the Company in and to any Permits, including those set forth on **Schedule 3.14**, to the extent assignable;

(j) Insurance. All rights of the Company with respect to any insurance policies and any proceeds payable with respect thereto;

(k) Employee Benefit Plans. All Employee Benefit Plans of the Company listed on **Schedule 1.1(k)** and any assets related thereto (the “**Assumed Benefit Plans**”);

(l) Telephone Numbers and Email Address. All telephone and facsimile numbers and email addresses utilized in the Business; and

(m) Goodwill. All of the goodwill and going concern value of the Business.

All of the assets and property of the Company to be transferred hereunder are referred to herein as the “**Assets**.” To the extent any assets or property owned by the Owners or any other Affiliate of the Company or the Owners (other than Excluded Assets) are necessary to the continued conduct of the Business, they shall be included within the defined term “**Assets**” if they would have been so included had they been owned by the Company, and the Company and the Owners shall cause such Owner or Affiliates to convey such assets and property to Buyer at the Closing free and clear of all Liens and Other Encumbrances for no additional consideration.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**BUYER:**

ALL BALLS RACING, INC.

By: \_\_\_\_\_

Name: James R. Wisnoski

Its: Chief Executive Officer, President and Secretary

**COMPANY:**

POWER SPORT INDUSTRIES, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**OWNERS:**

\_\_\_\_\_  
Kevin Kraft

\_\_\_\_\_  
Marianne Durnall

\_\_\_\_\_  
Stefan Laessig

[Asset Purchase Agreement]

**TRADEMARK**  
**REEL: 005832 FRAME: 0320**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.


**BUYER:**

ALL BALLS RACING, INC.

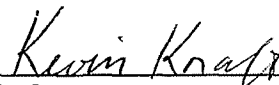
By: \_\_\_\_\_  
Name: James R. Wisnoski  
Its: Chief Executive Officer, President and  
Secretary

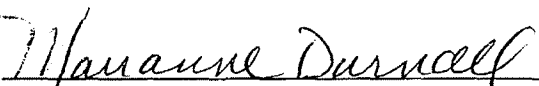
**COMPANY:**


POWER SPORT INDUSTRIES, INC.

By:  \_\_\_\_\_  
Name: Stefan Laessig  
Its: President

**OWNERS:**

 \_\_\_\_\_  
Kevin Kraft

 \_\_\_\_\_  
Marianne Durnall

 \_\_\_\_\_  
Stefan Laessig

[Asset Purchase Agreement]

**Schedule 3.10(a)**

**Registered Intellectual Property**

<b>Trademark</b>	<b>Owner</b>	<b>Registration Date</b>	<b>Registration Number</b>
All Balls	Power Sport Industries, Inc.	May 31, 2011	3,969,715
All Balls Racing	Power Sport Industries, Inc.	October 12, 2004	2,893,698