OP \$65.00 85897739

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM399902

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
3B Works LLC		09/14/2016	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	Momo Automotive Accessories, Inc.	
Street Address:	3155 W Big Beaver Road	
Internal Address:	Suite 118	
City:	Troy	
State/Country:	MICHIGAN	
Postal Code:	48084	
Entity Type:	Corporation: CALIFORNIA	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	85897739	ADV1
Serial Number:	85897795	ADV.1

CORRESPONDENCE DATA

Fax Number:

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.

Email: ADiaz-Silveira@aadslaw.com

Correspondent Name: Albert Diaz-Silveira
Address Line 1: 1001 Brickell Bay Drive
Address Line 4: Miami, FLORIDA 33131

NAME OF SUBMITTER:	Albert Diaz-Silveira
SIGNATURE:	/Albert Diaz-Silveira/
DATE SIGNED:	09/27/2016

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "**Trademark Assignment**"), dated as of September 14, 2016, is made by 3B Works LLC, a Florida limited liability company ("**Assignor**"), in favor of Momo Automotive Accessories, Inc., a California corporation ("**Assignee**").

WHEREAS, Assignor owns all right, title, and interest in and to the Assigned Trademarks (as defined herein), all applications and registrations pertaining thereto, all common law rights associated therewith, together with all goodwill arising from use of and symbolized by said trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. <u>Assignment</u>. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:
 - a. the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof;
 - b. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - c. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - d. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.
- 3. <u>Counterparts</u>. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.
- 4. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. Governing Law. THIS TRADEMARK ASSIGNMENT AND THE LEGAL RELATIONS BETWEEN THE PARTIES HERETO SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, WITHOUT REGARD TO THE CONFLICT OF LAWS RULES THEREOF. THE STATE OR FEDERAL COURTS LOCATED WITHIN MIAMIDADE COUNTY IN THE STATE OF FLORIDA SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY AND ALL DISPUTES BETWEEN THE PARTIES HERETO, WHETHER IN LAW OR EQUITY,

ARISING OUT OF OR RELATING TO THIS TRADEMARK ASSIGNMENT AND THE AGREEMENTS, INSTRUMENTS AND DOCUMENTS CONTEMPLATED HEREBY AND THE PARTIES CONSENT TO AND AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS. EACH OF THE PARTIES HERETO HEREBY WAIVES AND AGREES NOT TO ASSERT IN ANY SUCH DISPUTE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM THAT (A) SUCH PARTY IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF SUCH COURTS, (B) SUCH PARTY AND SUCH PARTY'S PROPERTY IS IMMUNE FROM ANY LEGAL PROCESS ISSUED BY SUCH COURTS OR (C) ANY LITIGATION OR OTHER PROCEEDING COMMENCED IN SUCH COURTS IS BROUGHT IN AN INCONVENIENT FORUM.

6. Waiver of Jury Trial. EACH OF THE PARTIES TO THIS TRADEMARK ASSIGNMENT HEREBY IRREVOCABLY WAIVES, AND SHALL CAUSE ITS SUBSIDIARIES AND AFFILIATES TO WAIVE, ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS TRADEMARK ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

AADSLAW-00045447.2

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

3B WORKS LLC

By:

Name: Eduardo E. Cisneros

Title: Managea

AADSLAW-00045447.2

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

[See attached]

AADSLAW-00045447.2

1803

ASSIGN STATUS

TTAB Status

(Use the "Back" button of the Internet Browser to return to

TESS)

ADV1

Word Mark ADV1

Goods and Services IC 012. US 019 021 023 031 035 044. G & S: Vehicle wheels; Wheels. FIRST USE: 20090831. FIRST

USE IN COMMERCE: 20090831

Standard Characters

Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK

Serial Number 85897739 Filing Date April 8, 2013

Current Basis 1A

Original Filing Basis 1A

Published for September 3, 2013

Opposition

Registration Number 4436176

Registration Date November 19, 2013

Owner (REGISTRANT) Advance One Wheels, Inc. CORPORATION FLORIDA 109 12385 SW 129 Court

Miami FLORIDA 33186

Attorney of Record Juliet Alcoba

Type of Mark TRADEMARK

Register PRINCIPAL

Live/Dead Indicator LIVE

TRADEMARK REEL: 005885 FRAME: 0023

1/2

TSDR

ASSIGN STATUS

TTAB Status

(Use the "Back" button of the Internet Browser to return to

TESS)

ADV.1

Word Mark ADV.1

Goods and Services IC 012. US 019 021 023 031 035 044. G & S: Vehicle wheels; Wheels. FIRST USE: 20130408. FIRST

USE IN COMMERCE: 20130408

Standard Characters

Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK

Serial Number 85897795 Filing Date April 8, 2013

Current Basis 1A Original Filing Basis 1A

Published for Opposition

September 3, 2013

Registration Number 4436178

Registration Date November 19, 2013

Owner (REGISTRANT) Advance One Wheels, Inc. CORPORATION FLORIDA 109 12385 SW 129 Ct Miami

FLORIDA 33186

Attorney of Record Juliet Alcoba Type of Mark TRADEMARK Register **PRINCIPAL**

Live/Dead Indicator LIVE

> **TRADEMARK** REEL: 005885 FRAME: 0024

1/2