

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405945

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mazuma Credit Union		12/04/2015	Credit Union: MISSOURI
RECEIVING PARTY DATA			
Name:	MTD Holdings LLS		
Street Address:	P.O. Box 612		
City:	Richmond		
State/Country:	MISSOURI		
Postal Code:	64085		
Entity Type:	Corporation: MISSOURI		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Serial Number:	77613138	MOTOVOX	
Serial Number:	77982138	MOTOVOX	
Registration Number:	4127039	AMERICAN PERFORMANCE TECHNOLOGIES	
Serial Number:	85125249	APT	
Serial Number:	85125258		
Registration Number:	4230475	SMARTCARB	
Serial Number:	85190038	MOTOVOX	
Serial Number:	85257479	BETTER BY DESIGN	
Serial Number:	85317203	AMW	
Serial Number:	85317208	AMERICAN MOTOR WORKS	
Serial Number:	85317213	POWERAMW	
Serial Number:	85324693	APT	
Serial Number:	85398274	AMW	
Serial Number:	85975408	BETTER BY DESIGN	
Serial Number:	85976500	AMERICAN MOTOR WORKS	
Serial Number:	85976885	BETTER BY DESIGN	
Serial Number:	85978342	MOTOVOX	
Registration Number:	4296590		
Serial Number:	86400676	MOTOPED	

CH \$515.00 77613138

Property Type	Number	Word Mark
Serial Number:	86232140	MOTOPED

CORRESPONDENCE DATA

Fax Number: 8169838000

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.

Phone: 8169838000

Email: pto-kc@huschblackwell.com

Correspondent Name: Husch Blackwell LLP

Address Line 1: 4801 Main Street, Suite 1000

Address Line 4: Kansas City, MISSOURI 64112

ATTORNEY DOCKET NUMBER:	503923.2
NAME OF SUBMITTER:	Kris Kappel
SIGNATURE:	/kris kappel/
DATE SIGNED:	11/18/2016

Total Attachments: 7

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EXHIBIT C

FORM ASSIGNMENTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned ("Assignor") does hereby assign, transfer, grant and convey unto MTS Sports, LLC ("Assignee") all of Assignor's right, title and interest in and to the Debt, as such term is defined in that certain Loan Sale and Assignment Agreement dated as of December 4, 2015 to have and to hold, the same unto Assignee, and Assignee's heirs, legal representatives, successors and assigns forever.

1. Without limiting the generality of the foregoing, the Debt shall include the following:



(b) Assignor's interest as secured party in any UCC-1 financing statements currently filed of record with any state (including Delaware, Wyoming, Missouri or any other state) or otherwise securing the Collateral;

(c) Assignor's interest pursuant to the terms of any and all documents currently filed of record with the USPTO, the United States Copyright Office and any other filing office worldwide securing any or all of the collateral for the Debt.

2. Transfer; Successors and Assigns. The terms and conditions of this Assignment shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Assignment, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Assignment, except as expressly provided in this Assignment.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Missouri as to all matters within the scope thereof, without regard to its principles of conflicts of laws.

4. Attorney's Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Assignment, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

5. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Assignment may also be executed and delivered by facsimile signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

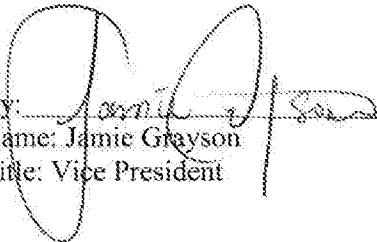
6. Titles and Subtitles. The titles and subtitles used in this Assignment are used for convenience only and are not to be considered in construing or interpreting this Assignment.

7. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

IN WITNESS WHEREOF, Assignor has executed this Assignment with an agreed effective date of December 31, 2015.

ASSIGNOR:

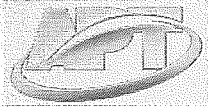

Mazuma Credit Union
a Missouri credit union

By:  _____
Name: Jamie Grayson
Title: Vice President

**AMENDED AND RESTATED SCHEDULE 4
(as of January 16, 2015)**

Intellectual Property

TRADEMARKS

Trademark Serial #	Trademark Registration #	Description:
77/613,138	-	Motovox (Trademark); Application filed November 12, 2008; Applicant – APT IP Holdings, LLC; Assigned April 15, 2009, from American Performance Technologies, LLC to APT IP Holdings, LLC; Abandoned January 14, 2013 no use statement filed. MOTOVOX
77/982,138	4,013,306	MOTOVOX (Trademark); Filed November 12, 2008; Registered August 16, 2011; Owner - APT IP Holdings, LLC MOTOVOX
85/125,223	4,127,039	American Performance Technologies (Trademark): Filed September 8, 2010; Registered April 10, 2012; Owner - APT IP Holdings, LLC AMERICAN PERFORMANCE TECHNOLOGIES
85/125,249	4,222,422	APT (Trademark): Application filed September 8, 2010; Issued October 9, 2012; Applicant - APT IP Holdings, LLC 
85/125,258	-0-	Motovox (Trademark): Application filed September 8, 2010; Applicant - APT IP Holdings, LLC; December 30, 2013: A fifth request for extension of time to file a Statement of Use has been granted) 

AMENDED AND RESTATED SCHEDULE 4
(as of January 16, 2015)

Intellectual Property

TRADEMARKS

Trademark Serial #	Trademark Registration #	Description:
85/125,262	4,230,475	SmartCarb (Trademark): Application filed September 8, 2010; Issued October 23, 2013; Applicant - APT IP Holdings, LLC SMARTCARB
85/190,038	-0-	Motovox (Trademark): Application filed December 3, 2010; Applicant - APT IP Holdings, LLC; January 17, 2014: A fifth request for extension of time to file a Statement of Use has been granted.) MOTOVOX
85/257,479	-0-	BETTER BY DESIGN (Trademark): Application filed March 3, 2011; Applicant - American Performance Technologies, LLC BETTER BY DESIGN
85/317,203	-0-	AMW (Trademark): Application filed May 10, 2011; Applicant - APT IP Holdings, LLC; April 5, 2012: Abandoned after publication because applicant filed an express abandonment. AMW
85/317,208	-0-	American Motor Works (Trademark): Application filed May 10, 2011; Applicant - APT IP Holdings, LLC; December 7, 2012: Abandoned because the applicant failed to respond or filed a late response to an Office action. AMERICAN MOTOR WORKS

AMENDED AND RESTATED SCHEDULE 4
(as of January 16, 2015)

Intellectual Property

TRADEMARKS

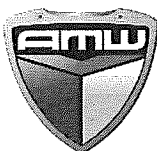
Trademark Serial #	Trademark Registration #	Description:
85/317,213	-0-	PowerAMW (Trademark): Application filed May 10, 2011; Applicant - APT IP Holdings, LLC; July 16, 2012: Abandoned because no Statement of Use or Extension Request timely filed after Notice of Allowance was issued.

POWERAMW

85/324,693	4,230,824	APT (Trademark): Application filed May 19, 2011; Issued October 23, 2012; Applicant - APT IP Holdings, LLC;
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APT

85/398,274		AMW (Trademark): Application filed August 15, 2011; Applicant - APT IP Holdings, LLC.; April 11, 2012: Abandoned after publication because applicant filed an express abandonment.
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85/975,408	4,332,980	BETTER BY DESIGN (Trademark): Application filed March 3, 2011; Issued May 7, 2013; Owner - American Performance Technologies, LLC
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BETTER BY DESIGN


85/976,500		American Motor Works (Trademark): Application filed May 10, 2011; Applicant/Owner - APT IP Holdings, LLC; February 18, 2013: Abandoned because no Statement of Use or Extension Request timely filed after Notice of Allowance was issued.
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AMERICAN MOTOR WORKS

AMENDED AND RESTATED SCHEDULE 4
(as of January 16, 2015)

Intellectual Property

TRADEMARKS

Trademark Serial #	Trademark Registration #	Description:
85/976,885	4,211,659	BETTER BY DESIGN (Trademark): Application filed March 3, 2011; Issued September 18, 2012; Applicant/Owner - American Performance Technologies, LLC BETTER BY DESIGN
85/978,342	4,293,525	Motovox (Trademark): Application filed December 3, 2010; Issued February 19, 2013; Applicant/Owner - APT IP Holdings, LLC MOTOVOX
85/978,374	4,296,590	Five pointed star (Motovox Trademark): Application filed September 8, 2010; Issued February 26, 2013; Registrant/Owner - APT IP Holdings, LLC 
86/232,140	4,624,666	Motoped (Trademark): Application filed March 26, 2014; Issued October 21, 2014; Registrant/Owner APT IP Holdings, LLC; Assigned to APT IP Holdings, LLC, on September 12, 2014. WIPO International Registration Number A0045210 assigned September 22, 2014. Motoped
86/400,676	--	Motoped (Trademark): Application filed September 19, 2014; Owner APT IP Holdings, LLC; WIPO International Registration Number A0045210 assigned September 22, 2014. MOTOPED

AMENDED AND RESTATED SCHEDULE 4
(as of January 16, 2015)

Intellectual Property

TRADEMARKS

Trademark Serial #	Trademark Registration #	Description:
Unknown	Unknown	



MOTOPED.

Unknown	Unknown	
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