

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408947

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GS27 USA, Inc.		09/07/2016	Corporation:
GS27 SAS France		09/07/2016	Corporation:
RECEIVING PARTY DATA			
Name:	Pilot Inc.		
Street Address:	13000 Temple Avenue		
City:	City of Industry		
State/Country:	CALIFORNIA		
Postal Code:	91746		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4521118	VOODOO RIDE	
Registration Number:	3454261		
Registration Number:	3481113	VOODOO RIDE	
CORRESPONDENCE DATA			
Fax Number:			
	<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>		
Phone:	2122942684		
Email:	trademarkny@winston.com		
Correspondent Name:	Becky L. Troutman		
Address Line 1:	101 California Street		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111-5840		
ATTORNEY DOCKET NUMBER:	086780.3		
NAME OF SUBMITTER:	Becky Troutman		
SIGNATURE:	/Becky Troutman by trademarkny/		
DATE SIGNED:	12/14/2016		
Total Attachments: 19			

CH \$90.00 4521118

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment Agreement") is duly made, executed and delivered as of September 7, 2016 (the "Effective Date"), by and among Pilot Inc., a California corporation ("Purchaser"), GS27 USA, Inc., a Delaware corporation ("Seller"), and GS27 SAS France., a French Société par actions simplifiée ("Guarantor" and together with Seller, the "Assignors" and each, an "Assignor"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement, dated as of the date hereof (as amended or otherwise modified from time to time, the "Purchase Agreement"), by and among Purchaser, Seller and Guarantor.

WHEREAS, pursuant to, and subject to the terms and conditions of, the Purchase Agreement, each Assignor desires to sell, convey, transfer, deliver and assign to Purchaser all of the Intellectual Property Assets owned by, licensed to or used or held for use by such Assignor and all goodwill associated therewith;

WHEREAS, pursuant to the Purchase Agreement, the execution and delivery of this Assignment Agreement is a condition precedent to the closing of the transactions contemplated by the Purchase Agreement; and

WHEREAS, each Assignor is willing to assign all rights it may have in and to all of the Intellectual Property Assets owned by, licensed to, or used or held for use by such Assignor on the terms and subject to the conditions set forth in this Assignment Agreement.

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

1. Assignment. Effective as of the Effective Date, each Assignor hereby irrevocably sells, transfers, assigns, sets over and conveys to Purchaser, its successors and assigns, in perpetuity, all of such Assignor's worldwide right, title and interest in and to all of the Intellectual Property Assets owned by such Assignor or used or held for use by such Assignor in connection with the Business as of or at any time prior to the Effective Date, including without limitation, all worldwide: (a) patents, patents of addition, utility models, industrial design registrations and inventors' certificates, all applications for and inventions disclosed in any of the foregoing, including all provisionals, divisionals, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of any of the foregoing and all rights to claim priority of any of the foregoing; (b) trademarks, service marks, certification marks, logos, trade dress, trade names, corporate names, fictitious business names, domain names, social media accounts and other indicia of origin, all registrations and applications for any of the foregoing and all goodwill associated with any of the foregoing; (c) works of authorship, copyrights, design rights, all registrations and applications for any of the foregoing and all moral rights associated therewith; (d) trade secrets, proprietary information and know-how, including all ideas, inventions, invention disclosures, inventors' notes, discoveries, improvements, algorithms, software (in object code and source code form), databases, data collections, data, systems, systems architecture, technology, designs, drawings, photographs, images, prototypes, samples, methods, processes, manufacturing techniques, customer lists, vendor lists, financial information, and other similar information; (e)

information technology systems; (f) all other similar rights of any kind or nature and all embodiments thereof, of the Business; and (g) all goodwill associated with any of the foregoing, including any goodwill associated with any customer or vendor (collectively, the “Assigned IP”). The Assigned IP includes, without limitation, the Intellectual Property Assets identified in Exhibit A. This Assignment Agreement includes, without limitation, all rights (i) to reproduce, distribute, broadcast, synchronize, publicly display, publicly perform, adapt, and prepare derivative works based on the Assigned IP and to make, have made, use, market, offer for sale, sell, import, or otherwise make use of or commercially exploit the Assigned IP and any product or service based on or incorporating any portion of the Assigned IP (including all editions, revisions, supplements to, and versions of the Assigned IP, regardless of nature or state of development) throughout the world in any form or medium and (ii) to license or otherwise transfer to others the rights commensurate herewith in connection with the Assigned IP for the entire term of any copyright or other intellectual property right therein. Each Assignor further hereby sells, transfers, assigns, sets over and conveys to Purchaser, its successors and assigns, all of such Assignor’s right to file patent, copyright, trademark, domain name and social media applications in the United States and throughout the world for the Assigned IP in the name of Purchaser, its successors and assigns. Each Assignor further hereby sells, transfers, assigns, sets over and conveys to Purchaser, its successors and assigns, all proceeds to infringement suits and suits for other violations of the Assigned IP, the right to sue for past, present and future infringements and other violations of, and all rights corresponding thereto throughout the world for, the Assigned IP.

2. Further Assurances. Each Assignor shall provide Purchaser, its successors and assigns with all such assistance as they may reasonably request to confirm or for the full utilization of the rights granted in Section 1, above, including, without limitation, upon request by Purchaser to execute any further assignments or other documents or instruments necessary or desirable to confirm, record or otherwise carry out the purposes or intent of this Assignment Agreement. Each Assignor acknowledges and agrees that Purchaser or any of its Affiliates may record and perfect this Assignment Agreement or any other documentation in any jurisdiction throughout the world, and the Assignor shall reasonably cooperate therewith. Each Assignor will do all things reasonably necessary, proper or advisable to reasonably assist Purchaser in transferring all domain names that are Assigned IP, including as applicable, placing each of the domain names in “unlocked” status and providing to Purchaser the Internet domain name registrars’ transfer authorization codes for each of the domain names and any other information required to effectuate the transfer of such Assignor’s right, title and interest in the domain names to Purchaser. The parties’ costs and expenses in connection with activities under this Section 2 shall be allocated as set forth in Section 2.4 of the Purchase Agreement. Neither Assignor shall assert any right, title or interest in or to any of the Assigned IP and shall not use any of the Assigned IP except as may be expressly authorized by Purchaser in writing.

3. Controlling Law And Jurisdiction. This Assignment Agreement is governed by and will be construed in accordance with the laws of the State of Illinois, applicable therein without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Illinois or any other jurisdictions) that would cause the application of the laws of any jurisdiction other than the State of Illinois.

4. Entire Agreement; Amendment. This Assignment Agreement, together with its Exhibit A, the Purchase Agreement and the Ancillary Documents, constitute the entire agreement

between the parties with respect to the subject matter hereof, and supersede any and all other understandings and agreements, either oral or written, between the parties hereto with respect to such subject matter. This Assignment Agreement may not be altered, amended or modified, except by written instrument signed by the parties hereto.

5. Non-Waiver of Rights. The failure of a party hereto to enforce any of the provisions of this Assignment Agreement or any rights with respect thereto or failure to exercise any election provided for herein shall in no way be considered to be a waiver of such provisions, rights or elections or in any way affect the validity of this Assignment Agreement. In order to be enforceable, a waiver must be in writing and signed by the party against whom the waiver is to be enforced. The failure of any party to exercise any of said provisions, rights or elections shall not preclude or prejudice such party from later enforcing or exercising the same or any other provisions, rights or elections that it may have under this Assignment Agreement.

6. Headings. The headings and captions used in this Assignment Agreement are intended and shall for all purposes be deemed to be for convenience only and shall have no force or effect whatsoever in the interpretation of this Assignment Agreement.

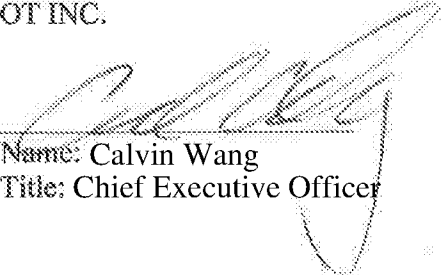
7. Counterparts. This Assignment Agreement may be executed in multiple counterparts (including facsimile or other electronically transmitted counterparts), each of which will be deemed an original, but all of which together shall constitute one agreement.

8. Invalid Provisions. If any term, provision, covenant or condition of this Assignment Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the parties desire the remainder of the provisions to remain in full force and effect and not to be affected, impaired or invalidated.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Assignment Agreement has been signed on behalf of all of the parties hereto as of the date first written above.

PILOT INC.

By 
Name: Calvin Wang
Title: Chief Executive Officer

GS27 USA, INC.

By _____
Name: Alexandre Cogne
Title: Director

GS27 SAS FRANCE

By _____
Name:
Title:

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, this Assignment Agreement has been signed on behalf of all of the parties hereto as of the date first written above.

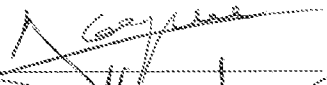
PILOT INC.

By _____
Name:
Title:

GS27 USA, INC.

By  _____
Name: Alexandre Cognee
Title: Director

GS27 SAS FRANCE

By  _____
Name: Alexandre COGNEE
Title: Director

[Signature Page to Intellectual Property Assignment Agreement]

EXHIBIT A
Intellectual Property Assets

- Tri Sect Pricing/Terms
 - HEXX Scratch Remover (4oz)
 - HYPD Tire Shine (24oz)
 - JuJu Car Wash (16oz)
 - SHOQ Wheel and Tire Cleaner (24oz)
 - SILQ Liquid Polish (16oz)
- Carow Packaging Invoice dated February 29, 2016
- Copyrights
 - See attached
- Copyrights-Trademarks
 - See attached
- Copyrights-Trademarks-EU Notice of Publication
 - See attached
- Domain Names
 - See attached
- Price Letter Agreement dated February 1, 2016, by and between Seller and DS Containers
- GS1 Company Prefix Certificate
- Guala Pricing Invoice dated January 3, 2016
- Northern Labs Pricing Quote dated March 30, 2015
- Plastic Bottle Corporation Pricing Quote Number 148894 dated January 15, 2016
- Plastic Bottle Corporation Pricing Quote Number 151025 dated August 22, 2016
- Telephone-Fax Numbers
 - See attached
- Trade Secrets-Formulas
 - See attached

Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Maria A. Pallante

Register of Copyrights, United States of America

Registration Number
VA 1-866-968

Effective date of
registration:

March 27, 2013

Title

Title of Work: Voodoo Ride: Skull & Horiz. VDR

Completion/Publication

Year of Completion: 2006

Date of 1st Publication: January 7, 2008

Nation of 1st Publication: United States

Author

▪ Author: Voodoo Ride LLC

Author Created: 2-D artwork

Work made for hire: Yes

Citizen of: United States

Domiciled in: United States

Copyright claimant

Copyright Claimant: Voodoo Ride LLC

1341 W. Fullerton Ave., Suite 255, Chicago, IL, 60614

Rights and Permissions

Organization Name: Abraham-Morgan

Name: Rejean Morgan

Email: rmorgan@amiplaw.com

Telephone: 224-828-3426

Address: 100 S Saunders Rd

Suite 150

Lake Forest, IL 60045 United States

Certification

Name: Rejean A. Morgan

Date: March 27, 2013

Applicant's Tracking Number: 1064-0004-C-Skull & Horiz VDR



Woodoo ride®

TRADEMARK
REEL: 005948 FRAME: 0445

Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Maria A. Pallante

Register of Copyrights, United States of America

Registration Number
VA 1-866-967

Effective date of
registration:

March 27, 2013

Title

Title of Work: Voodoo Ride-Skull & Stacked VDR

Completion/Publication

Year of Completion: 2006

Date of 1st Publication: January 7, 2008

Nation of 1st Publication: United States

Author

• Author: Voodoo Ride LLC

Author Created: 2-D artwork

Work made for hire: Yes

Citizen of: United States

Domiciled in: United States

Copyright claimant

Copyright Claimant: Voodoo Ride LLC

1341 W. Fullerton Ave., Suite 255, Chicago, IL, 60614

Rights and Permissions

Organization Name: Abraham-Morgan

Name: Rejean Morgan

Email: rmorgan@amiplaw.com

Telephone: 224-828-3426

Address: 100 S Saunders Rd

Suite 150

Lake Forest, IL 60045 United States

Certification

Name: Rejean A. Morgan

Date: March 27, 2013

Applicant's Tracking Number: 1064-0003-C-Skull & Stacked VDR



Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Maui A. Pallante

Register of Copyrights, United States of America

Registration Number
VA 1-866-966

Effective date of
registration:

March 27, 2013

Title

Title of Work: Voodoo Ride:Skull

Completion/Publication

Year of Completion: 2006

Date of 1st Publication: January 7, 2008

Nation of 1st Publication: United States

Author

Author: Voodoo Ride LLC

Author Created: 2-D artwork

Work made for hire: Yes

Citizen of: United States

Domiciled in: United States

Copyright claimant

Copyright Claimant: Voodoo Ride LLC

1341 W. Fullerton Ave., Suite 255, Chicago, IL, 60614, United States

Rights and Permissions

Organization Name: Voodoo Ride LLC

Address: 1341 W Fullerton Ave

Suite 255

Chicago, IL 60614 United States

Certification

Name: Rejean A. Morgan












Date: March 27, 2013

Applicant's Tracking Number: 1064-0002-C-Skull



TRADEMARK
REEL: 005948 FRAME: 0449

2016 - GS27 USA, Inc. (Formerly VOODOO RIDE, LLC)

Mark	Country	Design/Words	Application #	Registration #	Date Registered/Protection Granted in Jurisdiction	Date of Next Response	Class	Goods
Voodoo Ride, Word mark	US	"Voodoo Ride"	86043752	4521118	29 April 2014	April 29, 2019 - Sections 8&15 declarations of use and incontestability due	IC 003	Automotive surface care products, namely, automobile cleaners, automobile polishes and waxes
Voodoo Ride, Skull	US		76866207	3454261	24 June 2008	June 24, 2018 - Sections 8&9 declarations of use and incontestability due	IC 003	Automotive surface care products, namely, automobile cleaners, automobile polishes and waxes
Voodoo Ride, Combined Mark	US		76866206	3481113	05 August 2008	Aug. 5, 2017-August 5, 2018 - (window for maintenance fee due and Sections 8&9 declaration of use & renewal due)	IC 003	Automotive surface care products, namely, automobile cleaners, automobile polishes and waxes
Caution Entering A New Level Of Clean								
Crank Up the Shine								
Voodoo Ride, Combined Mark	European Union		Intl Reg No. 1156688	EM/Intl Reg 1156688	20 March 2014	Sept 23, 2022 to March 23, 2023 (window to pay maintenance fee)	IC 003	Automotive surface care products, namely, automobile cleaners, automobile polishes and waxes
Voodoo Ride, Combined Mark	Australia		Intl Reg No. 1156688	AU Reg No. 1554724	10 October 2013	Sept 23, 2022 to March 23, 2023 (window to pay maintenance fee)	IC 003	Automotive surface care products, namely, automobile cleaners, automobile polishes and waxes
Voodoo Ride, Combined Mark	Japan		Intl Reg No. 1156688	n/a	Abandoned	Abandoned	IC 003	Automotive surface care products, namely, automobile cleaners, automobile polishes and waxes
Voodoo Ride, Combined Mark, color	Japan		n/a (previously owned by distributor & assigned to VDR)	JP 528282		October 12, 2022 (final deadline to renew)	IC 003	Automotive surface care products, namely, automobile cleaners, automobile polishes and waxes
Voodoo Ride, Combined Mark	China		waiting on foreign associate for word on Certificate of Registration					
Voodoo Ride, Combined Mark	Taiwan			1746243	01 Jan 2016-31 Dec 2025	Renewal due Dec 31, 2025	IC 003	automobile cleaners; polishing wax; automobile polishing wax
Voodoo Ride: Skull Image	US			VA 1-866-966	27-Mar-13	Expires in the year 2103		
Voodoo Ride: Skull & Stacked VDR Image	US			VA 1-866-967	27-Mar-13	Expires in the year 2103		
Voodoo Ride: Skull & Horizontal VDR	US			VA 1-866-988	27-Mar-13	Expires in the year 2103		



Rejean A. Morgan; Maria S. Olson
Abraham-Morgan LLC
100 S. Saunders Rd, Suite 150
Lake Forest IL 60045
United States of America

Our reference: 979/736217101

Geneva, 08/05/2013

Re: Statement under Rule 18bis(1) (a)

International registration No. 1156688 (VOODOO RIDE)

Madam,
Sir,

Please find enclosed a statement to the effect that the ex-officio examination has been completed and that the Office of European Union has found no grounds for refusal but that the protection of the mark is still subject to opposition or observations by third parties.

International Bureau of the World Intellectual
Property Organization (WIPO)

TRADEMARK

REEL: 005948 FRAME: 0451



**OFFICE FOR HARMONIZATION IN THE INTERNAL MARKET
(TRADE MARKS AND DESIGNS)**

OPERATIONS DEPARTMENT

W124

**Interim status of the file pursuant to Rule 18bis (1) (a) and (b) of the Common
Regulations under the Madrid Agreement and Protocol**

Alicante, 06/05/2013

International registration number: **1156688**
Date of notification to OHIM: **02-05-2013**
Name of the Holder: **VOODOO RIDE, LLC**
Trade Mark: **voodoo ride**

The *ex officio* examination of the above-mentioned mark has been completed. No objections have been raised or the provisional refusal has been withdrawn.

However, the mark is still open to opposition until **03-02-2014** or to observations by third parties.

COLLINS,Dafydd

Voodoo Ride
Web Sites, Domain Names, email addresses

voodoooride.fr

voodoooride.eu

voodoooride.net

voodoooride.be

voodoooride.cn.com

voodoooride.es

voodoooride.pt

voodoooride.nl

voodoooride.lu

voodoooride.ru

voodoooride.tw

voodoooride.pl

voodoooride.it

voodoooride.ch

Telephone/Fax Numbers

312.944.0465 Phone

312.944.0465 Fax

877.944.0465 Toll Free (US Only)

SILO-LIQUID POLISH

<u>INGREDIENT</u>	<u>CAS #</u>	<u>%</u>
Deionized Water	7732-18-5	67.33
Mineral Spirits Rule 66 1% Arom	64742-88-7	7.00
Hydrotreated Light Distillates	64742-47-8	7.00
Isoparaffinic Petroleum Solvent	64742-46-7	2.35
1-Tetradecene	1120-36-1	1.88
Alkanolamide	93-83-4	1.00
Dimethyl Silicone Polymer Mixture	68440-84-6	2.65
Polydimethylsiloxane	63148-62-9	1.40
Anhydrous Aluminum Silicate	66402-68-4	8.50
Organophilic Clay	None	.70
Bicyclic Oxazolidines	056709-13-8	.19
		<u>100%</u>

SHOO-WHEEL & TIRE CLEANER

<u>INGREDIENT</u>	<u>CAS#</u>	<u>%</u>
Deionized Water	7732-18-5	94.35
Sodium Hydroxide 50%	1310-73-1	.50
2-Butoxyethanol	111-76-2	1.00
Alkylphenol Ethoxylate	9016-45-9	1.00
Tetrasodium EDTA	64-02-8	1.00
Sodium Xylene Sulfonate	1300-72-7	1.50
Sodium Silicate 42°	1344-09-8	.65
Pylakor Opalescent Green (S-546)	None	<u>Trace</u>
		100%

JUJU – CAR WASH CONCENTRATE

<u>INGREDIENT</u>	<u>CAS#</u>	<u>%</u>
Deionized Water	7732-18-5	75.56
Sodium Dodecylbenzene Sulfonate	25155-30-0	17.50
Sodium Laureth Sulfate	9004-82-4	2.75
Cocamide DEA	68603-42-9	1.00
Lauramine Oxide	1643-20-5	1.50
Carnuba Wax	8015-86-9	1.50
Kathon CG/ICP (Preservative)	10377-60-3	.04
Lemon Lime Fragrance (Flavorchem #490054)	None	.15
Pylaklor Opalescent Green (S-546)	None	<u>Trace</u>
		100%

HYPD – TIRE SHINE

<u>INGREDIENTS</u>	<u>CAS #</u>	<u>%</u>
Deionized Water	7732-18-5	83.85
Dimethylpolysiloxanes	63148-62-9	7.67
Aminoethylaminopropylpolysiloxane	68554-54-1	7.3
Kathon LX 1.5 (Biocide) Rohm & Hass	Hazardous Mixture-None	.01
Oleamide DEA	93-83-4	.50
BIS (2-Ethylhexyt) Hexanedioate	103-23-1	.50
Propylene Glycol	57-55-6	.17
		<u>100%</u>

HEXX – SCRATCH REMOVER

<u>INGREDIENT</u>	<u>CAS #</u>	<u>%</u>
Deionized Water	7732-18-5	71.33
Isopropyl Alcohol	67-63-0	4.2
Mineral Spirits Rule 66% Arom.	64742-88-7	3.5
Hydrotreated Light Distillates	64742-47-8	2.8
Isoparaffinic Petroleum Solvent	64742-46-7	.77
1-Tetradecene	1120-36-1	1.32
Alkanolamide	93-83-4	.70
Dimethyl Silicone Polymer Mixture	68440-84-6	1.86
Polydimethylsiloxane	63148-62-9	.98
Aluminum Oxide	1344-28-1	11.90
Organophilic Clay	None	.50
Bicyclic Oxazolidines	056709-13-8	<u>.14</u>
		100%