

900390898 01/10/2017

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM411836

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/23/2016

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hillerich & Bradsby Co.		12/29/2016	Corporation: KENTUCKY

RECEIVING PARTY DATA

Name:	Powerbilt Holdings LLC.
Street Address:	1500 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Corporation: DELAWARE Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2615878	CITATION
Registration Number:	3975085	CITATION
Registration Number:	1861920	CITATION
Registration Number:	2837796	
Registration Number:	1110611	DYNASTY
Registration Number:	2725773	DYNASTY
Registration Number:	3399553	DYNASTY PLUS
Registration Number:	3020011	
Registration Number:	1243791	MOMENTUM
Registration Number:	2077673	POWER BILT
Registration Number:	1477894	POWER BILT
Registration Number:	2870346	POWER BILT
Registration Number:	0321855	POWER-FLEX
Registration Number:	0678823	POWER BILT
Registration Number:	0734514	PRO POWER
Registration Number:	2213121	SOFT BILT

CH \$415.00 2615878

CORRESPONDENCE DATA

Fax Number: 2126436500

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: (212) 643-7000

Email: pto@sillscummis.com

Correspondent Name: Ilaria Maggioni Steve Balasiano

Address Line 1: 101 Park Avenue, 28th Floor

Address Line 4: New York, NEW YORK 10178

NAME OF SUBMITTER:	Ilaria Maggioni
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SIGNATURE:	/Ilaria Maggioni/
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DATE SIGNED:	01/10/2017
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Total Attachments: 4

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Schedule 2

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Trademark Assignment"), dated as of December 23, 2016, is entered into between Hillerich & Bradsby Co., a Kentucky corporation ("Assignor"), having a principal place of business at 800 West Main Street, Louisville, Kentucky 40202, and Powerbilt Holdings LLC, a Delaware limited liability company ("Assignee"), having a principal place of business at 1500 Broadway New York, New York 10036.

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement entered into on December 23, 2016 (the "APA"), pursuant to which Assignor agreed to transfer to Assignee all right, title, and interest in and to the trademarks identified on the attached Exhibit A-TM, (the "Marks"); and

WHEREAS, Assignee is desirous of acquiring all of Assignor's rights in the Marks, including the applications and registrations identified on Exhibit A-TM.

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

1. Assignment of Marks. Assignor hereby sells, assigns, transfers, and conveys to Assignee all rights, title, and interest in and to the Marks, and any applications and registrations therefor, including the applications and registrations identified on the attached Exhibit A-TM, together with that part of the good will of the business associated with the use of and symbolized by the Marks, to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor if this sale, assignment, and transfer had not been made. Assignor hereby authorizes the appropriate empowered officials at the United States Patent and Trademark Office to transfer all registrations and pending applications for the Marks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

2. Counterparts. This Trademark Assignment may be signed in counterparts, which together shall constitute one agreement. If this Trademark Assignment is signed in counterparts, no party shall be bound until both parties have duly executed, or caused to be duly executed, a counterpart of this Trademark Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed and such Trademark Assignment is effective as of the date indicated below.

DATED: December 23, 2016

HILLERICH & BRADSBY CO. (Assignor)

By [Signature]
Name:
Title:

STATE OF Kentucky)
COUNTY OF Jefferson : SS.

Subscribed and sworn to before me, a Notary Public, this 29 day of Dec, 2016.

[Signature]
Notary Public

[BUYER]
(Assignee)
By _____
Name:
Title:

STATE OF _____)
COUNTY OF _____) : SS.

Subscribed and sworn to before me, a Notary Public, this _____ day of _____, 2016.

Notary Public

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed and such Trademark Assignment is effective as of the date indicated below.

DATED: December 23, 2016

HILLERICH & BRADSBY CO. (Assignor)

By _____
Name:
Title:

STATE OF _____)
: SS.
COUNTY OF _____)

Subscribed and sworn to before me, a Notary Public, this _____ day of _____, 2016.

Notary Public

[BUYER] Powerbilt Holdings LLC
(Assignee)
By _____
Name: Jack Huser
Title: Manager

STATE OF New York)
: SS.
COUNTY OF Nassau)

Subscribed and sworn to before me, a Notary Public, this 29 day of December, 2016.

Notary Public

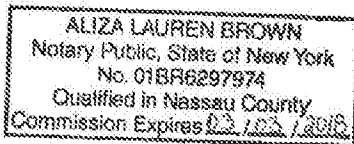


EXHIBIT A-TM

Trademark	Registration Number	Class
Citation	2615878	28
Citation	3975085	28
Citation (stylized)	1861920	28
Color Orange (golf bags)	2837796	28
Dynasty	1110611	28
Dynasty (child)	2725773	28
Dynasty Plus	3399553	28
Lightning Bolt logo (Misc design) (Shazam)	3020011	28
Momentum	1243791	28
Power Bilt & design (lightning bolt)	2077673	25
Power Bilt & design (lightning bolt)	1477894	28
Power Bilt & design (lightning bolt)	2870346	28
Power-Flex	0321855	28
Power Bilt	0678823	28
Pro Power	0734514	28
Soft Bilt	2213121	28