

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427673

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Performance Motorsports International, Inc.		02/14/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PMI Operating Company, Inc.		
Street Address:	7201 Industrial Park Blvd		
City:	Mentor		
State/Country:	OHIO		
Postal Code:	44060		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4467727	ARMORPLATING	
Registration Number:	3603508	ONE NAME. ONE SOLUTION.	
Registration Number:	1447146	PRO TRU	
Registration Number:	2052191	PRO-LITE	
Registration Number:	3460351	W	
Registration Number:	3404501	W WISECO PERFORMANCE PRODUCTS	
Registration Number:	0941402	WISECO	
Registration Number:	1404635	WISECO	
Registration Number:	1905333	WISECO	
Registration Number:	3681129	WISECO ARMORGLIDE	
Registration Number:	4463962	WISECO ARMORPLATING	
Serial Number:	87046860	RACER'S CHOICE	
CORRESPONDENCE DATA			
Fax Number:	3128622000		
<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:	3128622000		
Email:	trademarks@kirkland.com		
Correspondent Name:	Mary Parsons		

CH \$315.00 4467727

Address Line 1: 300 North LaSalle
Address Line 2: c/o Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 40462-135- MWP

NAME OF SUBMITTER: Mary Parsons

SIGNATURE: /Mary Parsons/

DATE SIGNED: 05/16/2017

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment"), dated as of February 14, 2017, is being executed by Performance Motorsports International, Inc., a Delaware corporation to be renamed "Seabiscuit Motorsports, Inc." on or promptly after the date hereof ("Assignor"), located at 3005 Highland Parkway, Suite 200, Downers Grove, Illinois 60515, in favor of PMI Operating Company, Inc., a Delaware corporation to be renamed "Race Winning Brands, Inc." on or promptly after the date hereof, located at 7201 Industrial Park Blvd, Mentor, Ohio 44060 ("Assignee"). Reference is hereby made to that certain Purchase and Contribution Agreement, dated as of the date hereof (the "Purchase Agreement"), by and between Dover Engineered Systems, Inc. and Assignee (among others), pursuant to which, among other things, it is contemplated that Assignor assign to Assignee the Assigned Trademarks (as such term is defined below).

WHEREAS, Assignor is the owner of the trademarks set forth on Schedule A hereto (the "Assigned Trademarks"); and

WHEREAS, Assignor wishes to assign to Assignee and Assignee wishes to accept the assignment of all right, title and interest of Assignor in and to the Assigned Trademarks.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Effective as of the date hereof, Assignor hereby transfers, assigns, conveys and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the Assigned Trademarks, including any and all associated: (i) goodwill symbolized thereby; (ii) rights to renew any registrations included in the Assigned Trademarks and to apply for trademark registrations based in whole or in part upon the Assigned Trademarks (including the right to claim priority therefrom); (iii) rights to collect royalties, products and proceeds and rights to sue for past, present and future infringements, misappropriations, unfair competitions, dilutions or other violations thereof, including the right to settle suits involving claims and demands for royalties owing and to collect and retain damages and profits in connection therewith; and (iv) rights to assign the rights conveyed herein; all of the foregoing (in (i) to (iv)) to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Successors and Assigns. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

3. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware (without regard to principles of conflicts of law).


4. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

5. Further Assurances. From time to time following the date hereof, at the sole expense of Assignee, Assignor shall execute and deliver such other instruments of conveyance, assignment, transfer and delivery and execute and deliver such other documents and take or cause to be taken such other actions as necessary or as Assignee reasonably may request in order to record, perfect or otherwise effectuate the assignment granted hereunder.

[Signature page follows.]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date first written above.

PERFORMANCE MOTORSPORTS
INTERNATIONAL, INC.

By: 
Name: Josh Vogel
Title: Chief Financial Officer

(Signature page to Trademark Assignment)

Schedule A

Assigned Trademarks

Jurisdiction	Title	Registration No.	Application No.
Argentina	Wiseco (stylized)	2194772	2021499
Australia	Wiseco	522911	522911
Australia	Wiseco	522912	522912
Austria	Wiseco	130993	537689
Brazil	Wiseco (stylized)	818021578	818021578
Canada	Wiseco	TMA385909	644464
Canada	Racer's Choice	Pending Application	1,794,572
Chile	Wiseco (stylized)	803061 (Prev 496701)	335203
China	ProX	5792550	5792550
China	ProX	5792551	5792551
China	W & design	6872596	6872596
China	W & design	6872600	6872600
China	W Wiseco Performance Products & design	6872598	6872598
China	W Wiseco Performance Products & design	6872599	6872599
China	Wiseco	5792534	5792534
China	Wiseco	5792535	5792535
China	Wiseco (stylized)	830366	94055770
Colombia	Wiseco (stylized)	190512	96/017659
European Union	Racer's Choice & Design	Pending Application	15630296
European Union	Wiseco	30387	30387
France	Wiseco	1560043	167398
Germany	Wiseco	1162686	W398167WZ
Germany	Wiseco Performance Pistons & design	1118417	W372517WZ
Italy	Wiseco	1259140 (Prev 894499)	3774890
Japan	Wiseco	2392109	H01-128651
Japan	Wiseco	2657890	H01-128652
Malaysia	Wiseco	96002641	96/02641
Mexico	Wiseco	416868	135660
Mexico	Wiseco	436626	135650
Singapore	Wiseco	T97/15175E	S/1517/97
South Korea	Wiseco	320237	1994-11398
Sweden	Wiseco	314394	96-1129
Switzerland	Wiseco	381359	8259
Taiwan	Wiseco	609149	81-28811
UK	Wiseco	1405089	1405089
US	ArmorPlating	4467727	85/822,716
US	One Name. One Solution.	3603508	77/281,105
US	Pro Tru & design	1447146	73/627530
US	Pro-Lite	2,052,191	75/031566
US	Racer's Choice	Pending Application	87/046,860
US	W & design	3460351	77/159,144
US	W Wiseco Performance Products & design	3404501	77/159146

Jurisdiction	Title	Registration No.	Application No.
US	Wiseco	941402	72/371320
US	Wiseco & design	1404635	73/575208
US	Wiseco (stylized)	1905333	74/535605
US	Wiseco ArmorGlide & design	3681129	77/522461
US	Wiseco ArmorPlating & design	4463962	85/822,735
Venezuela	Wiseco (stylized)	P201055	4839-1996