TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM432989

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Center Line Wheel Corporation		05/24/2017	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Design Infini, Inc.	
Street Address:	2535 Anselmo Drive	
City:	Corona	
State/Country:	CALIFORNIA	
Postal Code:	92897	
Entity Type:	Corporation: CALIFORNIA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Registration Number:	3203961	CENTER LINE	

CORRESPONDENCE DATA

Fax Number: 9497609502

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: 3105513450

efiling@knobbe.com Email: **Correspondent Name:** Jonathan A. Hyman

2040 Main Street 14th Floor Address Line 1: Address Line 4: Irvine, CALIFORNIA 92614

NAME OF SUBMITTER:	Jonathan A. Hyman
SIGNATURE:	/jhh/
DATE SIGNED:	06/28/2017

Total Attachments: 4

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TRADEMARK REEL: 006093 FRAME: 0449

TRADEMARK & INTELLECTUAL PROPERTY ASSIGNMENT

This Trademark & Intellectual Property Assignment (hereinafter referred to as "Assignment") is effective as of May 24, 2017, by and between Center Line Wheel Corporation, a California corporation, having a place of business at 15100 Radius Place, Santa Fe Springs, CA 90670 (hereinafter "ASSIGNOR") and Design Infini, Inc., a California corporation, having a place of business at 2535 Anselmo Drive, Corona, CA 92897 (hereinafter "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used, is using or using through a licensee, or intends to use, and is, to the best of its knowledge and belief, the owner of the trademarks set forth in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as the "Trademarks") in those countries throughout the world where ASSIGNOR has used, applied for, and/or registered the Trademarks.

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, ASSIGNOR owns the trademark registration relating to the Trademarks set forth in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as the "Registration") and the domain name set forth on Schedule C, attached hereto and incorporated by this reference, and all registrations thereof (collectively, the "Domain Name");

WHEREAS, ASSIGNOR owns the copyright in the website located at http://centerlinewheels.com and all photograph and graphics therein (hereinafter collectively referred to as the "Copyrights");

WHEREAS, ASSIGNOR owns the trade dress rights in the wheel designs shown on the website located at http://centerlinewheels.com (hereinafter collectively referred to as the "Trade Dress");

WHEREAS, ASSIGNEE desires to acquire all rights, title, and interest in and to the Trademarks, Registration, Domain Name, Copyrights, and Trade Dress worldwide and any other registered or unregistered Trademarks owned or used by ASSIGNOR or any of its licensees or predecessors in interest world-wide which include or are comprised of the Trademarks;

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademarks, Registration, Domain Name, Copyrights, and Trade Dress worldwide and any other registered or unregistered Trademarks owned or used by ASSIGNOR or any of its licensees worldwide which include or are comprised of the Trademarks; and

WHEREAS, ASSIGNEE is a successor to the portion of ASSIGNOR's business relating to the Trademarks.

NOW, THEREFORE, in consideration of the payment and delivery to Assignor of all monies and instruments to be paid and delivered to Assignor by Assignee pursuant to the terms of the Agreement, the receipt of which Assignor acknowledges, Assignor and Assignee agree as follows: 26084373

TRADEMARK REEL: 006093 FRAME: 0450

- 1. <u>Assignment</u>. ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:
 - (1) the Trademarks set forth in Schedule A:
 - (2) the Registration set forth in Schedule B:
 - (3) the Domain Name set forth in Schedule C:
 - (4) the Copyrights;
 - (5) the Trade Dress; and
- (7) any other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees which include or are comprised of the Trademarks;

together with the goodwill, which is ongoing and existing, symbolized by said Trademarks, Registration, Domain Name, Copyrights, and Trade Dress, and other registered or unregistered trademarks or service marks which include or are comprised of the Trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees or predecessors in interest concurrent with the transfer of certain tangible assets as indicia of said goodwill. The assignment includes the portion of ASSIGNOR's business to which such marks pertain. ASSIGNOR will provide ASSIGNEE with the account information and passwords to permit ASSIGNEE to control the Domain Name.

- Attorney In Fact. ASSIGNOR hereby constitutes and appoints ASSIGNEE as ASSIGNOR's true and lawful attorney in fact, with full power of substitution in ASSIGNOR's name and stead, for ASSIGNEE's benefit, to take any and all steps, including proceedings at law, in equity or otherwise to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest the aforesaid rights, including but not limited to trademarks and causes of action or claims more effectively in ASSIGNEE or to protect the same, or to enforce any claim or right of any kind with respect thereto. This includes any rights with respect to the Trademarks, Registration, Domain Name, Copyrights, and Trade Dress that may have accrued in ASSIGNOR's favor from the respective first use or filing date to the effective date of this Assignment, ASSIGNOR hereby declares that the foregoing power is coupled with an interest and is irrevocable. At any time, and from time to time hereafter, ASSIGNOR shall, upon ASSIGNEE's written request, execute, acknowledge and deliver to ASSIGNEE any and all further instruments and assurances necessary or expedient in order to vest the assigned rights and causes of action more effectively in ASSIGNEE. ASSIGNOR understands and agrees that no additional payments, royalties, accounting, attribution, credit, or any other kind of material or monetary remuneration will ever be paid, or is expected or required from ASSIGNEE in relation to the rights assigned herein.
- 3. Governing Law. This Assignment shall in all respects be construed in accordance with and governed by the laws of the State of California.
- 4. <u>Counterparts</u>. This Assignment may be executed and delivered (including by facsimile or other similar electronic transmission) in multiple counterparts, each of which shall be an original and all of which shall constitute one agreement.

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5. <u>Recitals</u>. The parties acknowledge the accuracy of the foregoing recitals which are incorporated by reference herein and made a part of this Assignment.

IN WITNESS WHEREOF, the parties to this Assignment have duly executed it effective as of the day and year first above written.

ASSIGNOR
CENTER LINE WHEEL CORPORATION

By: Same: Payar Copper Title: Pas C. C. C.

Date:

ASSIGNEE DESIGN INFINI, INC.

fame: <u>SUNY</u> C

Date: 1004 24 20/7

SCHEDULES TO TRADEMARK ASSIGNMENT

SCHEDULE A – Trademarks



SCHEDULE B - Federal Trademark Applications and Registrations/International Filings

Mark	Registration No.		Status
CENTER LINE	3203961	12	Registered

4

SCHEDULE C – Domain Names

http://centerlinewheels.com

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RECORDED: 06/28/2017

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TRADEMARK