

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438448

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Skip Barber Racing School LLC		08/08/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Liquid Asset Partners LLC		
Street Address:	4060 29th Street		
City:	Grand Rapids		
State/Country:	MICHIGAN		
Postal Code:	49512		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	87556139		
Serial Number:	87556184		
Serial Number:	87556262		
Serial Number:	87556284		
Serial Number:	87556299		
Serial Number:	87556313		
Serial Number:	87556338		
Serial Number:	87556354		
Serial Number:	87556369		
CORRESPONDENCE DATA			
Fax Number:	2125865095		
<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:	212-586-5800		
Email:	rboghosian@ctswlaw.com		
Correspondent Name:	Robert Boghosian		
Address Line 1:	420 Lexington Avenue, Suite 2400		
Address Line 4:	New York, NEW YORK 10170		
NAME OF SUBMITTER:	Robert Boghosian		

OP \$240.00 87556139

SIGNATURE:	/Robert Boghosian/
DATE SIGNED:	08/08/2017
Total Attachments: 3 source=00332048#page1.tif source=00332048#page2.tif source=00332048#page3.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, dated as of August 8, 2017 (this "Assignment"), is made by SKIP BARBER RACING SCHOOL LLC, a Delaware limited liability company ("Assignor") in favor of LIQUID ASSET PARTNERS LLC, a Delaware limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor is the owner of all right, title, and interest in and to the trademarks listed on Schedule A attached hereto and the applications and registrations therefor (collectively, the "Marks"); and

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement of even date herewith, (the "Purchase Agreement"), pursuant to which Assignor has agreed to transfer and assign all of its right, title, and interest in the Marks to Assignee; and

WHEREAS, this Assignment is entered into pursuant to, and as a condition of the closing of the transactions contemplated under the Purchase Agreement; and

WHEREAS, by this instrument, Assignor is hereby assigning the Marks to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Trademarks. Assignor hereby conveys, transfers, assigns, and delivers unto Assignee, absolutely and forever, its entire right, title, and interest in in and to the Marks, whether statutory or at common law, including, without limitation, any extensions and renewals thereof, together with any and all goodwill associated therewith, or otherwise resulting from, such Marks, with the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors and assigns, including the right to sue for and receive all damages accruing from past infringement of the Marks, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment not been made.

2. Filing and Recordation. Assignee is hereby authorized to file or record this Trademark Assignment or any other instrument in such public offices and with such governmental authorities, including the United States Patent and Trademark Office, as Assignee may determine from time to time for the purpose of evidencing the foregoing assignment.

3. Counterparts. This Assignment may be executed by facsimile or pdf signature and such facsimile or pdf signature shall be deemed an original.


4. Binding Effect. This Assignment shall be binding on, and shall inure to the benefit of, Assignor, Assignee, and their respective successors and/or assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be duly executed as of the date set forth above.

ASSIGNOR:

SKIP BARBER RACING SCHOOL LLC

By: 

Name: Michael Culver

Title: ~~Chief Executive Officer~~

Member

[SIGNATURE PAGE – TRADEMARK ASSIGNMENT]

SCHEDULE A

Owner	Trademark	Serial Number	Filing Date
Skip Barber Racing School LLC	Barber	87556139	08/04/2017
Skip Barber Racing School LLC	Skip Barber	87556184	08/04/2017
Skip Barber Racing School LLC	Skip Barber Racing	87556262	08/04/2017
Skip Barber Racing School LLC	Skip Barber Racing School	87556284	08/04/2017
Skip Barber Racing School LLC	Skip Barber Race Series	87556299	08/04/2017
Skip Barber Racing School LLC	Logo - "Skip Barber"	87556313	08/04/2017
Skip Barber Racing School LLC	Logo - "Skip Barber Racing"	87556338	08/04/2017
Skip Barber Racing School LLC	Logo - "Skip Barber Racing School"	87556354	08/04/2017
Skip Barber Racing School LLC	Logo - "Skip Barber Race Series"	87556369	08/04/2017