

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439542

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|---|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| The Cyan Group, Inc. | | 06/30/2017 | Corporation: |
| RECEIVING PARTY DATA | | | |
| Name: | Weld Racing, LLC | | |
| Street Address: | 6600 Stadium Drive | | |
| City: | Kansas City | | |
| State/Country: | MISSOURI | | |
| Postal Code: | 64129 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85625866 | EDGE W H E E L S | |
| Serial Number: | 77651725 | FORGESTAR | |
| 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> | | | |
| Email: | adiaz-silveira@aadslaw.com | | |
| Correspondent Name: | Albert Diaz-Silveira | | |
| Address Line 1: | 1001 Brickell Bay Drive | | |
| Address Line 2: | Suite 2110 | | |
| Address Line 4: | Miami, FLORIDA 33131 | | |
| NAME OF SUBMITTER: | Albert Diaz-Silveira | | |
| SIGNATURE: | /s/Albert Diaz-Silveira | | |
| DATE SIGNED: | 08/16/2017 | | |
| Total Attachments: 4 | | | |
| source=8-Intellectual Property Assignment Agreement (002)#page1.tif | | | |
| source=8-Intellectual Property Assignment Agreement (002)#page2.tif | | | |
| source=8-Intellectual Property Assignment Agreement (002)#page3.tif | | | |
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OP \$65.00 85625866

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "IP Assignment"), dated as of June 30, 2017 (this "Assignment"), is by and between The Cyan Group, Inc., a California corporation (the "Assignor") and Weld Racing, LLC, a Delaware limited liability company (the "Assignee"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of June 30, 2017 by and among the Assignor and the Assignee, the Assignee is purchasing substantially all of the assets, and assuming certain liabilities, of the Assignor; and

WHEREAS, under the terms of the Purchase Agreement, the Assignor has conveyed, transferred and assigned to the Assignee, among other assets, certain intellectual property of the Assignor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and the United States Copyright Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby irrevocably conveys, transfers and assigns to the Assignee, all of the Assignor's right, title and interest in and to the following (the "Assigned IP"): the Purchased Assets and the Assignee's existing telephone and facsimile numbers, websites, emails, webpages, links, web addresses, social media accounts including Facebook™ pages, IM addresses, all transferable rights in and to all Intellectual Property that is owned by the Assignor and used in or necessary for the conduct of the Business as currently conducted, except the CRM/ERP System will not be deemed an Intellectual Property Asset to be conveyed, transferred or assigned hereunder.
2. Recordation and Further Actions. The Assignor hereby authorizes the Commissioner for Patents the Commissioner for Trademarks in the United States Patent and Trademark Office the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by the Assignee. Following the date hereof, upon the Assignee's reasonable request, the Assignor shall take such steps and actions, and provide such cooperation and assistance to the Assignor and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to the Assignee, or any assignee or successor thereto.
3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Assignor and the Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri, without giving effect to principles of conflicts of laws. Venue for any disputes shall be either the federal or state courts in Kansas City, Missouri.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor has duly executed and delivered this IP Assignment as of the date first above written.

THE CYAN GROUP, INC.

By: _____
Name: Vincent K. Wong
Title: President

AGREED TO AND ACCEPTED:

WELD RACING, LLC

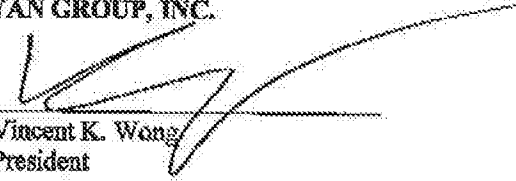
By: *Duffrey Gallentine*
Name: Duffrey Gallentine
Title: Authorized Representative

[Signature Page to IP Assignment]

TRADEMARK
REEL: 006131 FRAME: 0242

IN WITNESS WHEREOF, the Assignor has duly executed and delivered this IP Assignment as of the date first above written.

THE CYAN GROUP, INC.

By: 
Name: Vincent K. Wong
Title: President

AGREED TO AND ACCEPTED:

WELD RACING, LLC

By: _____
Name: Jeff Gallentine
Title: Authorized Representative

[Signature Page to IP Assignment]