

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445403

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rovos Wheels LLC		09/18/2017	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	Turn 5, Inc.		
Street Address:	7 Lee Boulevard		
City:	Malvern		
State/Country:	PENNSYLVANIA		
Postal Code:	19355		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4503013	ROVOS WHEELS	
Registration Number:	4742693	PRETORIA	
Registration Number:	4742696	DURBAN	
CORRESPONDENCE DATA			
Fax Number:	2158843500		
<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:	mkelly@sogtlaw.com		
Correspondent Name:	Matthew A. Kelly, III		
Address Line 1:	2617 Huntingdon Pike		
Address Line 4:	Huntingdon Valley, PENNSYLVANIA 19006		
NAME OF SUBMITTER:	Matthew A. Kelly, III		
SIGNATURE:	/Matthew A. Kelly, III/		
DATE SIGNED:	10/02/2017		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**Assignment**”), is entered into as of September 18th, 2017, by and between Rovos Wheels LLC, a Georgia limited liability company (“**Assignor**”) and Turn 5, Inc., a Pennsylvania corporation (“**Assignee**”).

BACKGROUND

A. Pursuant to that certain Asset Purchase Agreement of even date between Assignee and Assignor (the “**Agreement**”), Assignor has agreed to sell to Assignee certain intangible assets, properties and rights including, without limitation, the “**Intellectual Property**” (as defined below).

B. As contemplated by the Agreement: (i) Assignor desires to assign, transfer, convey and deliver to Assignee all of Assignor’s rights, title and interest in and to the Intellectual Property; and (ii) Assignee desires to accept the assignment of the Intellectual Property, as more fully provided in this Assignment.

NOW, THEREFORE, in consideration of the purchase price provided in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be legally bound, the parties agree as follows:

1. **Definitions.** The following definitions apply to this Assignment:

“Intellectual Property” means Trademarks, Copyrights, Patents and Technology Rights and all other proprietary rights related to, embodied in or created in connection therewith more fully described on Schedule “A” attached hereto and all derivatives, modifications and improvements thereto.

“Copyrights” means United States and foreign copyrights, copyrightable works, works of authorship, software (in object and source code formats), databases, including any United States and foreign registrations for, or applications to register, any of the foregoing, currently or hereinafter filed or issued.

“Patents” means all patented or patentable inventions, including but not limited to any United States and foreign patents and patent applications therefore and all reissues, divisions, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof currently or hereinafter filed or issued.

“Technology Rights” means all information, know-how, processes, inventions, procedures, analyses compositions, devices, apparatus, methods, formulae, frameworks, architectures, configurations, schematics, prototypes, protocols, tools, utilities, techniques, algorithms, software (source and object code), programs, designs, drawings, data, ideas, concepts, models, diagrams, specifications, technical elements, records, notes, documents, writings, manuals and memorandum.

“Trademarks” means trademarks, service marks, logos, designs, and domain names, including, without limitation, any United States and foreign trademark registrations and applications and all renewals thereof currently or hereinafter filed or issued.

2. Assignor hereby irrevocably sells, assigns and transfers to Assignee, its successors and assigns, all right, title and interest in and to the Intellectual Property created or developed by Assignor, together with the goodwill that is symbolized by the Trademarks or, with respect to any Trademark for which there is an intent to use, the portion of the business to which such Trademark pertains including, but not limited to, all renewal rights in the Intellectual Property, the right to obtain registrations of the Intellectual Property and obtain Patents or equivalent protection for Patents in the United States and throughout the world, the right to all proceeds associated with the Intellectual Property and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee’s name.

3. Assignee hereby accepts the foregoing assignment in consideration for the purchase price provided in the Agreement.

4. Assignor represents and warrants to Assignee that Assignor has obtained in writing any and all permissions, assignments and rights necessary to effectuate the assignment of Intellectual Property made herein. Assignor further represents and warrants to Assignee that Assignor (i) owns all right, title and interest in and to the Intellectual Property as of the date hereof and, if applicable, has obtained written assignments from all third parties who previously owned and/or assisted in developing, creating and designing the Intellectual Property; and (ii) has not licensed, assigned or otherwise transferred to a third party any right, title or interest in or to the Intellectual Property at any time prior to the date hereof.

5. Assignor will cooperate with Assignee, at Assignee’s sole expense, in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties’ intent and/or Assignor’s obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee’s sole discretion, to acquire, maintain, consolidate, confirm, perfect, vest and/or record Assignee’s full and complete ownership of and title in the Intellectual Property.

6. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

7. This Assignment and all questions relating to its validity, interpretation, performance and enforcement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to any rules of interpretation relating to conflicts of law.

8. This Assignment, together with the Purchase Agreement, contains the entire agreement and understanding of the parties relating to the Intellectual Property, and hereby merge with and supersede all prior and contemporaneous discussions, agreements and understandings of every nature between the parties relating to the Intellectual Property. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties.

9. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument. Any party to this Assignment may deliver an executed copy of this Assignment by facsimile or electronic transmission to the other party and any such delivery will have the same force and effect as any other delivery of a manually signed copy of this Assignment.

IN WITNESS WHEREOF, the parties to this Intellectual Property Assignment Agreement have duly executed it as of the date set forth above.

ASSIGNOR:

ROVOS WHEELS LLC

By: 

David T. Simpson, Managing Member

ASSIGNEE:

TURN 5, INC.

By: _____

Name: _____

Title: _____

9. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument. Any party to this Assignment may deliver an executed copy of this Assignment by facsimile or electronic transmission to the other party and any such delivery will have the same force and effect as any other delivery of a manually signed copy of this Assignment.

IN WITNESS WHEREOF, the parties to this Intellectual Property Assignment Agreement have duly executed it as of the date set forth above.

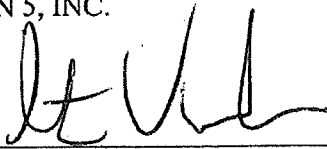
ASSIGNOR:

ROVOS WHEELS LLC

By: _____
David T. Simpson, Managing Member

ASSIGNEE:

TURN 5, INC.

By:  _____
Name: _____
Title: _____

Schedule "A"

Description of Intellectual Property

The Intellectual Property includes, without limitation, the following:

1. The following United States Trademarks:

Mark	Registration Number	Registration Date
ROVOS WHEELS	4503013	3/25/2014
PRETORIA	4742693	5/26/2015
DURBAN	4742696	5/26/2015

2. The following United States Patents and Pending Patent Applications:

Description	Application No.	Patent No.	Issue Date or Status	Assignee
Zeick Wheel – Over all view	29496630	D775573	1/3/2017	Lipham Trading Company, LLC or Rovos Wheels, LLC, as applicable
Kimberley 6 Wheel – Over all view	29510794	D783486	4/11/2017	Lipham Trading Company, LLC or Rovos Wheels, LLC, as applicable
Kimberley 5 Wheel – Over all view	29510784	D736688	8/18/2015	Lipham Trading Company, LLC or Rovos Wheels, LLC, as applicable
Can Am Wheel	29610901		Application to be examined (filed 7/17/17)	
Can Am Wheel Single spoke	29584504		Notice of Allowance issued	
Pretoria Wheel	29499590		Notice of Allowance issued	
Durban Wheel	29499587		Expect Notice of Allowance to be issued	
Kimberley 6 Wheel – Single prong	29594413		Application to be examined	
Cape Town Wheel	29606780		Application to be examined	

3. The following United States Copyrights:

Title	Copyright Number	Date of Registration	Claimant
Durban Wheel	VA0001927488	9/10/2014	Lipham Trading Company, LLC
Manac / Can Am Wheel	VAu001184742	9/10/2014	Lipham Trading Company, LLC
Pretoria Wheel	VA0001927498	9/10/2014	Lipham Trading Company, LLC

4. The following Common Law Trademark (Logo):



5. The following Tradenames:

ROVOS WHEELS
 DURBAN
 PRETORIA
 ZEICK
 KIMBERLEY
 CAPE TOWN
 CALVINIA
 CAN AM

6. The following Domains:

Domain	Registrant	Registrar	Expiration Date
www.AmericanMuscleHD.com	Private	GoDaddy.com	2/26/2019
www.Concave-Nation.com	Ronald Lipham	GoDaddy.com	4/22/2018
www.Concave-Society.com	Ronald Lipham	GoDaddy.com	4/22/2019
www.ConcaveWheel.com	Ronald Lipham	GoDaddy.com	4/22/2018
www.GittinIt.com	David Simpson	GoDaddy.com	11/26/2018
www.musclemavericks.com	Darryn Dunn	GoDaddy.com	6/25/2018
www.RovosWheels.com	Private	GoDaddy.com	1/31/2019
www.Rovos-Wheels.com	Private	GoDaddy.com	1/31/2019
www.Rovos-Wheels.info	Private	GoDaddy.com	
www.Rovos-Wheels.net	Private	GoDaddy.com	1/31/2019
www.Rovos-Wheels.org	Private	GoDaddy.com	

www.RovosGear.com	Private	GoDaddy.com	3/23/2019
www.RovosGirls.com	Private	GoDaddy.com	11/5/2017
www.RovosWheel.com	Private	GoDaddy.com	11/9/2017
www.RovosWheels.info	Private	GoDaddy.com	
www.RovosWheels.net	Private	GoDaddy.com	1/31/2019
www.RovosWheels.org	Private	GoDaddy.com	
www.RovoWheels.com	David Simpson	GoDaddy.com	4/19/2019
www.TeamRovos.com	Ronald Lipham	GoDaddy.com	4/22/2019

7. Client list associated with Musclemavericks.com
8. Client list associated with Rovoswheels.com
9. The Word Press platform and all information associated therewith, administrator login information, all website content and copyrights to the foregoing websites.
10. The following Instagram and Facebook accounts:
 - www.instagram.com/musclemavericks account and associated login information
 - www.facebook.com/musclemavericks account and associated login information
 - <https://www.facebook.com/rovoswheels> account and associated login information
 - www.instagram.com/rovoswheels account and associated login information