

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457509

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J.D. Companies Motive Solutions, L.L.C.		11/13/2017	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	The Reinalt-Thomas Corporation		
Street Address:	20225 North Scottsdale Road		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85255		
Entity Type:	Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86118236	LEVEL 8	
CORRESPONDENCE DATA			
Fax Number:	3125212875		
<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:	3125212775		
Email:	ipdocket@muchshelist.com		
Correspondent Name:	ADAM K SACHAROFF		
Address Line 1:	191 N Wacker Drive, Suite 1800		
Address Line 2:	MUCH SHELIST, PC		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	0010088.0004 Level8		
NAME OF SUBMITTER:	ADAM K SACHAROFF		
SIGNATURE:	/adamksacharoff/		
DATE SIGNED:	01/10/2018		
Total Attachments: 3			
source=Level8_Assignment_JD_Reinalt#page1.tif			
source=Level8_Assignment_JD_Reinalt#page2.tif			

CH \$40.00 86118236

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "**Agreement**"), dated as of November 13, 2017, is entered into by and between **The Reinalt-Thomas Corporation**, a Michigan corporation, with its principal place of business located at 20225 North Scottsdale Road, Scottsdale, AZ 85255 dba Discount Tire, Americas Tire, and Discount Tire Direct ("**Buyer**") and J.D. Companies Motive Solutions, L.L.C. ("**Seller**").

In consideration of the representations, warranties, covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. Transfer of Intellectual Property Assets of the Level 8 Brand. Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, and Buyer hereby purchases from Seller, all of Seller's right, title and interest in the assets set forth on **Schedule A** attached hereto and made a part hereof (the "**Intellectual Property Assets of the Level 8 Brand**"), free and clear of any and all mortgages, pledges, liens, charges, security interests, claims or other encumbrances.

2. Grant of Rights to Intellectual Property Assets of the Level 8 Brand. Seller hereby sells, assigns, transfers, conveys and delivers unto Buyer and its successors and assigns Seller's rights, titles and interests (legal, equitable, use and otherwise) in and to any and all:

(a) Rights to file and register the Intellectual Property Assets of the Level 8 Brand in Buyer's name with any government entity.

(b) Rights to record the transfers made under this Agreement in the United States Patent and Trademark Office.

(c) Goodwill associated with the Intellectual Property Assets of the Level 8 Brand.

3. No Retained Rights. Seller's assignment of the Intellectual Property Assets of the Level 8 Brand to Buyer under this Agreement constitutes a complete, absolute and exclusive transfer of all rights (legal, equitable, use and otherwise) of Seller in the Intellectual Property Assets of the Level 8 Brand. Seller does not reserve or retain any right, title or interest in the Intellectual Property Assets of the Level 8 Brand.

4. Purchase Price. The aggregate purchase price for the Intellectual Property Assets of the Level 8 Brand is One Dollar (\$1.00) (the "**Purchase Price**"). The Purchase Price shall be paid concurrently with the execution and delivery of this Agreement and the transfer of the Intellectual Property Assets of the Level 8 Brand to Buyer.

5. Representations and Warranties. Seller represents and warrants to Buyer as follows:

(a) Seller is duly authorized to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby.

(b) This Agreement has been duly executed and delivered by Seller and (assuming due authorization, execution and delivery by Buyer) constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

(c) Seller owns and has good title to the Intellectual Property Assets of the Level 8 Brand, free and clear of any and all mortgages, pledges, liens, charges, security interests, claims or other encumbrances.

6. **Further Assurances.** Seller will, from time to time, execute and deliver, or cause to be executed and delivered, such additional instruments, notices, releases, certificates, powers of attorney, assurances, assignments and other documents and do all such further acts, assignments, transfers and other things, as may reasonably be requested by Buyer to more completely transfer the Intellectual Property Assets of the Level 8 Brand and for the effective consummation of this Agreement.

7. **Miscellaneous.**

(a) This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) This Agreement shall be binding upon and shall inure to the benefit of the parties. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party. No assignment shall relieve the assigning party of any of its obligations hereunder.

(c) This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Arizona, including its statutes of limitations.

(d) This Agreement 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 Agreement 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 Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be duly executed as of the date first written above.

Buyer:

Discount Tire

By: Karl Tipton

Name: Karl Tipton

Title: Asst. Buyer Discount Tire

Seller:

J.D. Companies Motive Solutions, L.L.C.

By: John J. Daly III

Name: John J. Daly III

Title: OWNER / PRESIDENT

SCHEDULE A

INTELLECTUAL PROPERTY ASSETS OF THE LEVEL 8 BRAND

- (1) Word Mark: LEVEL 8
Serial Number: 86118236
Filing Date: November 13, 2013
Registration Number: 4616366
Registration Date: October 7, 2014
- (2) Registered Domain: level8motorsports.com
- (3) All wheel designs for the following wheel designs:

Bully Pro
MK 6
Punch
Scorpion
Strike 5, 6 & 8
Tracker Pro