

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM462758

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Race Winning Brands, Inc.		01/29/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Auto Meter Products, Inc.		
Street Address:	413 West Elm Street		
City:	Sycamore		
State/Country:	ILLINOIS		
Postal Code:	60178		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3417862	INNOVATE MOTORSPORTS	
Registration Number:	3417864	INNOVATE MOTORSPORTS	
Registration Number:	3498058	INNOVATE MOTORSPORTS	
Registration Number:	4841526	VIEW. CAPTURE. ANALYZE.	
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>			
Phone:	414-298-8351		
Email:	tadmin@reinhartlaw.com		
Correspondent Name:	Heidi R. Thole		
Address Line 1:	1000 N Water St.		
Address Line 4:	Milwaukee, WISCONSIN 53202		
NAME OF SUBMITTER:	Heidi R. Thole		
SIGNATURE:	/hrt/		
DATE SIGNED:	02/20/2018		
Total Attachments: 5			
source=Trademark Assignment (Auto Meter - Race Winning Brands)#page1.tif			
source=Trademark Assignment (Auto Meter - Race Winning Brands)#page2.tif			
source=Trademark Assignment (Auto Meter - Race Winning Brands)#page3.tif			

CH \$115.00 3417862

source=Trademark Assignment (Auto Meter - Race Winning Brands)#page4.tif

source=Trademark Assignment (Auto Meter - Race Winning Brands)#page5.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("**Assignment**"), effectively dated as of [January 29], 2018 ("**Effective Date**"), is entered into by and between Race Winning Brands, Inc., a Delaware corporation ("**Assignor**") having its principal offices at 521 5th Ave, 34th Floor, New York, NY 10175, and Auto Meter Products, Inc., an Illinois corporation ("**Assignee**") having its principal offices at 413 West Elm Street, Sycamore, IL 60178. Capitalized terms used, but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, Assignor is the owner of the trademark registrations listed on **Schedule A** attached hereto and made a part hereof, and any common-law rights and goodwill associated therewith (the "**Trademarks**"); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept such assignment of the Trademarks pursuant to the terms and conditions of this Assignment and that certain Asset Purchase Agreement between the parties and others, dated as of even date herewith (the "**Purchase Agreement**").

NOW, THEREFORE, in consideration of the premises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby agree as follows:

1. Assignment of Trademark. Effective as of the Effective Date, or, if required by law, when a Trademark matures to registration, Assignor hereby assigns, transfers and conveys to Assignee, its successors, assigns, and legal representatives, in perpetuity and royalty-free, all of Assignor's worldwide right, title and interest in and to the Trademarks, including, without limitation, (i) the portion of Assignor's business to which the Trademarks pertain, together with the accompanying goodwill of the business symbolized by the Trademarks; (ii) all registrations and applications for registration of the Trademarks; (iii) all income, royalties, damages and payments now due or payable or which hereafter become due or payable in respect to the Trademarks; and (iv) Assignor's right to sue for damages and other remedies against past, present and future infringement of the Trademarks, the same to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and/or other legal representatives. The Assignor hereby authorizes the necessary intellectual property, patent and trademark offices in the applicable territories to record the Assignee as the assignee of all right, title and interest in and to the Trademarks.

2. Further Assurances. Assignor agrees to execute all documents necessary to perfect such rights, title, and interest in and to the Trademarks with the Assignee, its successors, assigns, and legal representatives, and to perform any other acts and make such requested filings as are necessary to confirm and perfect the assignment of all right, title, and interest in and to the Trademarks from the Assignor to the Assignee.

3. Assignment Costs. Assignee shall be solely responsible for all costs and fees incurred in connection with recording this Assignment.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

5. Successors and Assigns. This Assignment shall inure to the benefit of and be binding on the successors and assigns of both parties.

6. Counterparts. This Assignment may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. A facsimile or PDF signature of this Assignment shall be valid and have the same force and effect as a manually signed original.

7. Entire Agreement. This Assignment, together with the Purchase Agreement, constitutes the complete and exclusive agreement between the parties concerning the subject matter hereof, and supersedes all prior written and oral agreements and understandings between the parties. Nothing contained in this Assignment shall be construed to enlarge, alter, change or amend any provision of the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment effective as of the Effective Date.

ASSIGNOR:

RACE WINNING BRANDS, INC.
a Delaware corporation

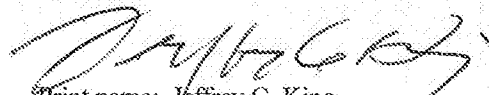
By:

Print name: Brian Reese
Title: Chief Executive Officer and President

ASSIGNEE:

AUTO METER PRODUCTS, INC.
an Illinois corporation

By:



Print name: Jeffrey G. King
Title: President and Chief Executive Officer


{Signature Page to Trademark Assignment}

{Signature Page to Trademark Assignment}

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment effective as of the Effective Date.

ASSIGNOR:

RACE WINNING BRANDS, INC.
a Delaware corporation

By: 

Print name: Brian Reese
Title: Chief Executive Officer and President

ASSIGNEE:

AUTO METER PRODUCTS, INC.
an Illinois corporation

By: _____
Print name:
Title:

SCHEDULE A

Type of IP	Description	Reg. No.
Trademark	Innovate Motorsports (Standard Character Mark)	3417862
Trademark	Innovate Motorsports (Standard Character Mark)	3417864
Trademark	Innovate Motorsports (Standard Character Mark)	3498058
Trademark	View. Capture. Analyze. (Standard Character Mark)	4841526

4850-2040-8411, v. 1