

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470443

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MCM CUSTOM VEHICLES, LLC		04/13/2018	Limited Liability Company: ALABAMA
RECEIVING PARTY DATA			
Name:	SCA PERFORMANCE, INC.		
Street Address:	7769 GADSDEN HIGHWAY		
City:	TRUSSVILLE		
State/Country:	ALABAMA		
Postal Code:	35173		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3966654	BLACK WIDOW	
Registration Number:	4070674	MCX	
Registration Number:	4083018	MCX	
Registration Number:	4607233	REAPER	
Registration Number:	4926409	SCA PERFORMANCE	
CORRESPONDENCE DATA			
Fax Number:	4154391500		
<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:	maria.banda@kirkland.com		
Correspondent Name:	Maria Banda		
Address Line 1:	Kirkland & Ellis, LLP		
Address Line 2:	555 California Street, Suite 2700		
Address Line 4:	San Francisco, CALIFORNIA 94104		
ATTORNEY DOCKET NUMBER:	40462-151		
NAME OF SUBMITTER:	Maria Banda		
SIGNATURE:	/Maria Banda/		
DATE SIGNED:	04/18/2018		

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Total Attachments: 4

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PROPRIETARY RIGHTS ASSIGNMENT

THIS PROPRIETARY RIGHTS ASSIGNMENT (this “*Assignment*”) is made and entered into as of April 13, 2018 (the “*Effective Date*”), by MCM CUSTOM VEHICLES, LLC, an Alabama limited liability company (“*Assignor*”) in favor of SCA PERFORMANCE, INC., a Delaware corporation (“*Assignee*”).

WHEREAS, Assignor and Assignee are among the parties to that certain Asset Purchase and Contribution Agreement, dated as of March 21, 2018 (as amended, supplemented or modified, the “*Purchase Agreement*”); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has sold, conveyed, assigned, and transferred to Assignee, and Assignee has acquired from Assignor, all right, title and interest in, to and under the trademarks set forth on Schedule A, together with the goodwill associated therewith (collectively, the “*Trademarks*”), and the parties wish to record such acquisition in the applicable governmental authorities in any applicable jurisdiction;

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises, covenants, representations, warranties and agreements contained herein and in the Purchase Agreement, Assignor hereby agrees as follows:

1. Assignment. Effective as of the Effective Date, Assignor hereby sells, conveys, assigns, and transfers to Assignee, any and all of Assignor’s right, title and interest in, to and under the Trademarks (including, without limitation, the goodwill associated therewith) in the United States and throughout the world, the same to be held and enjoyed by Assignee as fully and completely as by Assignor had this Assignment not been made, including, without limitation, (a) all registrations and applications therefor, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside of the United States based in whole or in part upon the Trademarks, and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, and (b) all rights in the foregoing (including, without limitation, the right to collect royalties and proceeds in connection therewith), and all rights and remedies (including, without limitation, the right to sue for and recover damages, profits and any other remedy) for past, present or future infringement, misappropriation, or other violation relating to any of the foregoing, together with any priority right that may arise from any of the foregoing.

2. Recording. This Assignment has been executed and delivered by Assignor to Assignee for the purpose of recording this Assignment with any applicable governmental authorities, and the parties hereby authorize any such governmental authorities to record this Assignment.

3. Further Assurances. From time to time following the date hereof, at the sole expense of Assignee, Assignor shall execute and deliver such other instruments of conveyance, assignment, transfer and delivery or other documents and take or cause to be taken such other actions as Assignee reasonably may request in order to record, perfect or otherwise effectuate the

assignment granted hereunder. In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern.

4. Successors. This Assignment and all covenants and agreements contained herein and rights, interests or obligations hereunder, by or on behalf of any of the parties hereto, shall bind and inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not.

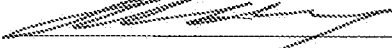
5. Governing Law. All questions concerning the construction, validity and interpretation of this Assignment (and all Schedules hereto) will be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision that would cause the application of the laws of any jurisdiction other than the State of Delaware.

[Remainder of Page Intentionally Left Blank; Signature Follows]

IN WITNESS WHEREOF, the parties have entered into this Assignment as of the Effective Date.

ASSIGNOR:

MCM CUSTOM VEHICLES, LLC

By: 
Name: MATTHEW MCGURRY
Title: President

Schedule A

Trademark	Country	Status	Registration Number	Registration Date
BLACK WIDOW	United States	Registered	3966654	24-MAY-2011
MCX	United States	Registered	4070674	13-DEC-2011
MCX	United States	Registered	4083018	10-JAN-2012
REAPER	United States	Registered	4607233	16-SEP-2014
SCA PERFORMANCE	United States	Registered	4926409	29-MAR-2016
REAPER	Canada	Registered	TMA928648	10-FEB-2016