

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM476848

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RBP Performance Inc.		09/01/2017	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pilot Inc.		
<b>Street Address:</b>	13000 Temple Ave.		
<b>City:</b>	City of Industry		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91746		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3540149	RBP	
<b>Registration Number:</b>	3793785	RBP	
<b>Registration Number:</b>	3543209	RBP	
<b>Registration Number:</b>	3790749	RBP	
<b>Registration Number:</b>	3561813	R RBP	
<b>Registration Number:</b>	3540150	ROLLING BIG POWER	
<b>Registration Number:</b>	4886117	RBP ARMOR	
<b>Registration Number:</b>	5054378	RBP	
<b>Registration Number:</b>	4569372	ICAGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	303-551-5418		
<b>Email:</b>	andrea@apb-law.com		
<b>Correspondent Name:</b>	Andrea M. LaFrance		
<b>Address Line 1:</b>	2701 Larence		
<b>Address Line 2:</b>	Suite 104		
<b>Address Line 4:</b>	Denver, COLORADO 80205		
<b>NAME OF SUBMITTER:</b>	Andrea M. LaFrance		

OP \$240.00 3540149

<b>SIGNATURE:</b>	/Andrea M. LaFrance/
<b>DATE SIGNED:</b>	06/05/2018
<b>Total Attachments: 11</b> source=RBP Wheel Acquisition Intellectual Property Assignment Agreement Execution 9-1-17#page1.tif source=RBP Wheel Acquisition Intellectual Property Assignment Agreement Execution 9-1-17#page2.tif source=RBP Wheel Acquisition Intellectual Property Assignment Agreement Execution 9-1-17#page3.tif source=RBP Wheel Acquisition Intellectual Property Assignment Agreement Execution 9-1-17#page4.tif source=RBP Wheel Acquisition Intellectual Property Assignment Agreement Execution 9-1-17#page5.tif source=RBP Wheel Acquisition Intellectual Property Assignment Agreement Execution 9-1-17#page6.tif source=RBP Wheel Acquisition Intellectual Property Assignment Agreement Execution 9-1-17#page7.tif source=RBP Wheel Acquisition Intellectual Property Assignment Agreement Execution 9-1-17#page8.tif source=RBP Wheel Acquisition Intellectual Property Assignment Agreement Execution 9-1-17#page9.tif source=RBP Wheel Acquisition Intellectual Property Assignment Agreement Execution 9-1-17#page10.tif source=RBP Wheel Acquisition Intellectual Property Assignment Agreement Execution 9-1-17#page11.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“IP Assignment Agreement”), dated as of September 1, 2017 (“Effective Date”), is made and entered into by and among Pilot Inc., a California corporation (“Purchaser”), RBP Performance Inc., a California corporation (the “Company”) and Francisco J. Hodges, also known as Frank Hodges (the “Shareholder”). Company and Shareholder are each an “Assignor” and collectively, the “Assignors”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement, dated as of the date hereof (as amended or otherwise modified from time to time, the “Purchase Agreement”), by and among Purchaser, Company and Shareholder.

A. Pursuant to, and subject to the terms and conditions of, the Purchase Agreement, Assignors desire to sell, convey, transfer, deliver and assign to Purchaser all Assumed IP and all goodwill associated therewith; and

B. Each Assignor is willing to assign all their rights in and to Assumed IP on the terms and subject to the conditions set forth in this IP Assignment Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Company, Shareholder and Purchaser, the parties agree as follows:

1. Assignment. Effective as of the Effective Date, Assignors hereby irrevocably sell, convey, transfer, deliver, assign and set over to the Purchaser, its successors and assigns, all of their worldwide right, title and interest in and to the Assumed IP, the same to be held and enjoyed by Purchaser, its successors and assigns, including without limitation all worldwide right, title and interest in and to:

(a) the patents and patent applications identified in Exhibit A attached hereto (the “Patents”), any United States provisional or non-provisional application that claims priority to or from the Patents, including any other United States application claiming priority to a provisional application under 35 U.S.C. § 119(e) or converted therefrom, or any application claiming the benefit of a non-provisional application under 35 U.S.C. §120, including all divisions, continuations, reexaminations, and reissues thereof and all patents that may be granted thereon, including any other counterparts thereto worldwide, patents of addition, utility models, inventors’ certificates, industrial property protection, patent rights and right to claim priority thereto in any country, and all extensions and renewals thereof existing now or in the future, including, without limitation, all applications for patents, utility models and designs that may hereafter be filed for in any country or countries other than the United States, together with the right to file such applications under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and all forms of industrial property protection, including without limitation, patents, utility models, inventors’ certificates and designs, which may be granted in any country or countries foreign to the United States and all extensions, renewals and reissues therefor;

(b) the trademarks, trademark registrations, trademark applications and domain names identified in Exhibit A (the “Trademarks”), all registrations and applications for any of the foregoing, renewals and extensions thereof and all goodwill associated with any of the foregoing;

(c) the software and design files identified in Exhibit A, all copyright and other Intellectual Property Rights therein, all registrations and applications for any of the foregoing, renewals and extensions thereof and all moral rights associated with any of the foregoing;

(d) each Assignor’s right to file patent, trademark and copyright applications in the United States and throughout the world for the Assumed IP in the name of the Purchaser, its successors and assigns; and

(e) all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights to causes of action and remedies, related to any of the Assumed IP, including without limitation all proceeds to infringement suits, the right to sue and prosecute for past, present and future infringement, misappropriation or other violation of rights related to the Intellectual Property, and all rights corresponding thereto throughout the world for the Assumed IP.

2. Authorization. Each Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign jurisdictions, whose duty is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Purchaser and to record Purchaser as owner of the Patents and Trademarks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Purchaser, its successors, assigns or other legal representatives.

3. Further Assurances. Each Assignor shall, without incurring any monetary expenses for Assignor, provide the Purchaser, its successors and assigns with all such assistance as it may reasonably request to confirm, record, patent, register or enforce the rights granted in Section 1 above, including, without limitation, upon Purchaser’s reasonable request, to execute all further assignments or other documents or instruments, sign all lawful papers, and make all rightful oaths necessary or desirable to carry out the purposes or intent of this IP Assignment Agreement and to record the Purchaser as owner of the Assumed IP. Neither Assignor shall assert any right, title or interest in or to any of the Assumed IP or use any of the Assumed IP except as may be expressly authorized by the Purchaser in writing.

4. Governing Law. This IP Assignment Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without reference to its choice of law rules. Subject to the obligation of the parties hereto to seek individual arbitration under Section 10.5 of the Purchase Agreement, the parties hereto agree that any Proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this IP Assignment Agreement or the transactions contemplated hereby shall be brought only to the exclusive jurisdiction of the courts of the State of New York or the federal courts located in the State of New York, and each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such Proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have

to the laying of the venue of any such Proceeding in any such court or that any such Proceeding which is brought in any such court has been brought in an inconvenient forum.

5. Counterparts. This IP Assignment Agreement may be executed in two or more counterparts (delivery of which may be by facsimile, or via email as a portable document format (.pdf)), each of which will be deemed an original, and it will not be necessary in making proof of this IP Assignment Agreement or the terms of this IP Assignment Agreement to produce or account for more than one of such counterparts.

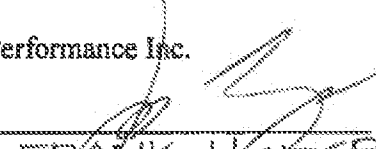
6. Entire Agreement; Amendment; Successors and Assigns. This IP Assignment Agreement (including all Exhibits and other attachments), the Purchase Agreement and the other Ancillary Documents constitute the entire agreement between the parties with respect to the subject matter of this IP Assignment Agreement, the Purchase Agreement and the other Ancillary Documents and supersedes all prior agreements, oral and written, between the parties hereto with respect to the subject matter of this IP Assignment Agreement, the Purchase Agreement and the other Ancillary Documents. This IP Assignment Agreement may not be amended, modified or supplemented except by written agreement of the parties hereto. This IP Assignment Agreement shall be binding upon and will inure to the benefit of the parties and their successors and permitted assigns, and any reference to a party shall also be a reference to a successor or permitted assign.

[SIGNATURE PAGE FOLLOWS]

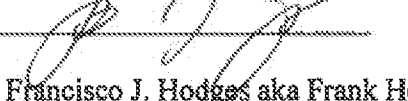
IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment Agreement on and as of the date first indicated above.

ASSIGNORS

RBP Performance Inc.


By:   
Name: FRANK HODGES  
Title: PRESIDENT

Francisco J. Hodges aka Frank Hodges

By:   
Name: Francisco J. Hodges aka Frank Hodges

PURCHASER

Pilot Inc.

By:   
Name: William H. Weiss  
Title: CEO


## EXHIBIT A

### Intellectual Property



Country	Title	Patent No. Issue Date	Application No. Filing Date	Record Owner
USA	Two Step RX-7 Truck Step		29/526,887	Hodges, Frank
USA	Three-Step Rx-7 Truck Step		29/526,888	Hodges, Frank
USA	RX-4 Truck Step		29/471,115	Hodges, Frank
USA	Exhaust Tip		29/486,507	Hodges, Frank
USA	Front LED Protector		29/486,441	Hodges, Frank
USA	Exhaust Tip		15/159633 9/16/2016	Hodges, Frank
USA	Step		15/268160 9/17/2016  Provisional Application No. 62/163,855 (expired)	Hodges, Frank
USA	Automotive Grille	D631,404 1/25/2011	D/345,993 10/23/2009	Hodges, Frank J.
USA	Automotive Grille	D640,176 6/21/2011	D/381,797 12/22/2010	Hodges, Frank J.
USA	Automotive Grille	D649,918 12/6/2011	D/394,550 6/17/2011	Hodges, Frank J.
USA	Fender	D652,358 1/17/2012	D/387,120 3/9/2011	Hodges, Francisco J.
USA	Automotive Step	D658,559 5/1/2012	D/382,546 1/5/2011	Hodges, Francisco J.
USA	Automotive Grille	D662,446 6/26/2012	D/382,384 1/3/2011	Hodges, Francisco J.
USA	Automotive Grille	D682,163 5/14/2013	D/411,472 1/20/2012	Hodges, Frank J.
USA	Rock Blocker	D708,101 7/1/2014	D/473,233 11/20/2013	Hodges, Frank J.
USA	Beadlock	D708,114 7/1/2014	D/469,373 10/9/2013	Hodges, Frank, J.
USA	Wheel	D715,717 10/21/2014	D/473,230 11/20/2013	Hodges, Frank J.
USA	Wheel	D719,889 12/23/2014	D/469,371 10/9/2013	Hodges, Frank J.
USA	LED Rock Protector	D743,861 11/24/2015	D/487,895 4/14/2014	Hodges, Frank J.
USA	LED Side Mount	D743,862	D/487,897	Hodges, Frank J.

Country	Title	Patent No. Issue Date	Application No. Filing Date	Record Owner
		11/24/2015	4/14/2014	
USA	Wheel	D789,270 6/13/2017	D/568,446 6/17/2016	Hodges, Frank J.
USA	Wheel	D791,052 7/4/2017	D/576,476 9/2/2016	Hodges, Frank J.
USA	Lugnut	D793,218 8/1/2017	D/574,089 8/11/2016	Hodges, Frank J.
USA	Wheel	D793,322 8/1/17	D/576,473 9/2/2016	Hodges, Frank J.

Trademarks; Trademark Registrations; Trademark Applications


Country	Trademark	Registration No. Registration Date	Application No. Application Date	Goods	Record Owner
USA	RBP	3540149 12/2/2008	77454391 4/22/2008	(Int'l Class: 07) automotive exhaust pipes and automotive exhaust tips (Int'l Class: 12) wheels for land vehicles; automotive accessories and parts, namely, grilles	Rbp Performance, Inc.
USA	RBP	3793785 5/25/2010	77478526 5/19/2008	(Int'l Class: 12) suspension systems for land vehicles; land vehicle suspension parts, namely, coil springs, leaf springs and torsion/sway bars; lift kits for land vehicles comprising leaf springs, u-bolts, torsion bars, brackets, coil springs, blocks, control arms, bushings, ball joint spacers and coil spring spacers; automotive accessories, namely, steps for attachment to land vehicles	Rbp Performance, Inc.
USA	R RBP Design 	3543209 12/9/2008	77454456 4/22/2008	(Int'l Class: 07) automotive exhaust pipes and tips (Int'l Class: 12) wheels for land vehicles; automotive accessories and parts,	Rbp Performance, Inc.



Country	Trademark	Registration No. Registration Date	Application No. Application Date	Goods	Record Owner
				namely, grilles	
USA	R RBP Design 	3790749 5/18/2010	77480019 5/21/2008	(Int'l Class: 12) suspension systems for land vehicles; land vehicle suspension parts, namely, coil springs, leaf springs and torsion/sway bars; lift kits for land vehicles comprising leaf springs, u-bolts, torsion bars, brackets, coil springs, blocks, control arms, bushings, ball joint spacers and coil spring spacers; automotive accessories, namely, steps for attachment to land vehicles	Rbp Performance, Inc.
USA	R RBP Design 	3561813 1/13/2009	77162162 4/20/2007	(Int'l Class: 01) chemical additives for fuel treatment (Int'l Class: 07) automotive exhaust pipes and tips (Int'l Class: 12) wheels for land vehicles	<b>Rbp Performance Corporation<sup>1</sup></b>
USA	ROLLING BIG POWER	3540150 12/2/2008	77454417 4/22/2008	(Int'l Class: 07) automotive exhaust pipes and tips	Rbp Performance, Inc.
USA	RBP ARMOR	4886117 1/12/2016	86730193 8/19/2015	(Int'l Class: 02) coating compositions in the nature of paint for industrial applications	Rbp Performance, Inc.
USA	RBP	5054378 10/4/2016	86921257 2/26/2016	(Int'l Class: 12) vehicle wheels	Rbp Performance, Inc.
USA	ICAGE	4569372 7/15/2014	85901588 4/11/2013	(Int'l Class: 09) cell phone covers	Rbp Performance, Inc.
Canada	ROLLING BIG	TMA965394	1756979	(Int'l Class: 1, 3, 4, 7,	RBP

<sup>1</sup> Chain of title must be updated by RBP prior to execution of assignment.

Country	Trademark	Registration No. Registration Date	Application No. Application Date	Goods	Record Owner
	POWER	3/10/2017	11/27/2015	12) Goods: (1) Automotive exhaust pipes and tips Goods: (2) Tires Goods: (3) Wheels for use with land vehicles; grilles for use with land vehicles; exhaust pipes and tips; suspension systems and parts; lift kits for land vehicles comprising blocks, shocks, springs, spacers, coils, and bolts Goods: (4) Automotive fluids and treatments, namely, fuel additives and cleaning solutions Goods: (5) Tires for land vehicles (Int'l Class: 01) Chemicals and adhesives (Int'l Class: 03) Bleaching, cleaning preparations and non- medicated cosmetics (Int'l Class: 04) Industrial oils, greases and fuels (Int'l Class: 07) Machinery (Int'l Class: 12) Vehicles	Performance, Inc.
Canada	RR POWER DESIGN <b>R★POWER</b>	TMA973974 6/20/2017	1756972 11/27/2015	(Int'l Class: 1, 3, 4, 7, 12) Goods: (1) Tires; wheels for use with land vehicles; grilles for use with land vehicles; exhaust pipes and tips; suspension systems and parts, lift kits for land vehicles comprising blocks, shocks, springs, spacers, coils, and bolts; automotive fluids and treatments,	RBP Performance, Inc.

Country	Trademark	Registration No. Registration Date	Application No. Application Date	Goods	Record Owner
				<p>namely fuel additives and cleaning solutions  Goods: (2) Tires(Int'l Class: 1, 3, 4, 7, 12)  Goods: (1) Tires; wheels for use with land vehicles; grilles for use with land vehicles; exhaust pipes and tips; suspension systems and parts, lift kits for land vehicles comprising blocks, shocks, springs, spacers, coils, and bolts; automotive fluids and treatments, namely fuel additives and cleaning solutions  Goods: (2) Tires</p>	
Canada	R RBP Design 	TMA973974 6/20/2017	1756972 11/27/2015	(Int'l Class: 1, 3, 4, 7, 12) Goods: (1) Chemical additives for fuel treatment Goods: (2) Automotive exhaust pipes and tips Goods: (3) Tires Goods: (4) Wheels for use with land vehicles; grilles for use with land vehicles; exhaust pipes and tips Goods: (5) Suspension systems and parts, lift kits for land vehicles comprising blocks, shocks, springs, spacers, coils, and bolts Goods: (6) Automotive fluids and treatments, namely fuel additives and cleaning solutions Goods: (7) Automotive exhaust pipes and tips; wheels for land vehicles; automotive accessories and parts, namely, grilles Goods: (8)	RBP Performance, Inc.

Country	Trademark	Registration No. Registration Date	Application No. Application Date	Goods	Record Owner
				Wheels for land vehicles Goods: (9) Suspension systems for land vehicles; land vehicle suspension parts, namely, coil springs, leaf springs and torsion/sway bars; lift kits for land vehicles comprising leaf springs, U-bolts, torsion bars, brackets, coil springs, blocks, control arms, bushings, ball joint spacers and coil spring spacers; automotive accessories, namely, steps for attachment to land vehicles Goods: (10) Tires for land vehicles	

Domain Names

[www.rollingbigpower.com](http://www.rollingbigpower.com), Instagram site @rollingbigpower, Facebook site Rolling Big Power, and all other social media sites tied to Rolling Big Power/RBP.

Any and all digital assets possessed and owned by the Sellers and EKKO Media that includes product or builds that include any of the RBP product, logo or otherwise.

2018 New Styles

- ATOMIC BG
- SILENCER BG
- BATTALION BG
- ROULETTE FB
- ATOMIC C
- SILENCER C
- BATTALION C
- ROULETTE C
- AVENGER BG
- SWAT BP
- QUANTUM BG
- WIDOW BG
- GLOCK BG
- HK-5 BG
- COLT BG
- BLADE BG
- ASSASSIN BG

94R BP