

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486671

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Eagle Wheel Corporation		08/03/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	WPM Holdings, LLC		
Street Address:	251 Little Falls Drive		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3791546	BOSS MOTORSPORTS	
Serial Number:	75238332	AMERICAN EAGLE	
Serial Number:	75238335	AMERICAN EAGLE WHEEL	
Serial Number:	75238333	AMERICAN EAGLE WHEEL CORPORATION	
Registration Number:	2185459	SPIRIT OF AMERICA	
Registration Number:	3385819	BOSS MOTOR SPORTS	
CORRESPONDENCE DATA			
Fax Number:	3122691747		
<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:	3122698000		
Email:	marden@nge.com, dlau@nge.com		
Correspondent Name:	NEAL, GERBER & EISENBERG LLP		
Address Line 1:	2 North LaSalle St		
Address Line 2:	Suite 1700		
Address Line 4:	Chicago, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	028268.0033		
NAME OF SUBMITTER:	Christopher C. Anderson		
SIGNATURE:	/Christopher C. Anderson/		

CH \$165.00 3791546

DATE SIGNED:	08/20/2018
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Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”) is entered into and effective as of August 3, 2018, by and between WPM Holdings, LLC, a Delaware limited liability company (“Buyer”), and American Eagle Wheel Corporation, a California corporation (“Seller”). Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Purchase Agreement.

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, Intellectual and Intellectual Property Rights, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

WHEREAS, Buyer, Seller and the other parties signatory thereto are parties to an Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”); and

WHEREAS, the execution and delivery of this IP Assignment is contemplated by Section 3.02(a)(iii) of the Purchase Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in the Purchase Agreement, the parties hereto hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title and interest in and to the Intellectual Property and the Intellectual Property Rights, including, without limitation, the following (collectively, the “Assigned IP”):

(a) the trademark registrations set forth on Schedule 1 attached hereto and all issuances, extensions and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) the patents set forth on Schedule 2 attached hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the “Patents”);

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer.


3. Further Assurances. Seller shall, from time to time after the delivery of this IP Assignment, at Buyer's request and without further consideration, take such steps and actions, and provide such cooperation and assistance to Buyer, including, without limitation, the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer.
4. Conflict with the Purchase Agreement. This IP Assignment is subject to and controlled by the terms of the Purchase Agreement, including, without limitation, all of the representations, warranties, covenants, indemnities and agreements set forth in the Purchase Agreement. In the event of a conflict between the terms and conditions of this IP Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this IP Assignment, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Purchase Agreement or the survival thereof.
5. Headings. The headings in this IP Assignment are for reference only and shall not affect the interpretation of this IP Assignment.
6. Severability. If any term or provision of this IP Assignment is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this IP Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction.
7. Entire Agreement. This IP Assignment and the other Transaction Documents constitute the sole and entire agreement of the parties hereto with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.
8. No Third-Party Beneficiaries. This IP Assignment is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this IP Assignment.
9. Amendment; Modification; Waiver. This IP Assignment may only be amended, modified or supplemented by an agreement in writing signed by Buyer and Seller, and no waiver by any party hereto of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party hereto so waiving.
10. Governing Law. This IP Assignment shall be governed by and construed in accordance with the internal 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).
11. Counterparts. This IP Assignment 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 IP Assignment delivered by 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.

(Remainder of Page Intentionally Left Blank; Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed as of the day and year first above written.

SELLER:

AMERICAN EAGLE WHEEL CORPORATION

By: 
Name: Johanna Elbertse
Title: Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed as of the day and year first above written.

BUYER:

WPM HOLDINGS, LLC

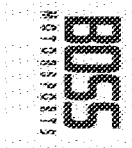
By: 

Name: Randall E. White

Title: Co-Chief Executive Officer

SCHEDULE 1

ASSIGNED TRADEMARKS REGISTRATIONS

Word Mark	Serial Number/Filing Number	Filing Date	Published for Opposition	Registration Number	Registration Date	Abandonment Date	Cancellation Date	Jurisdiction
BOSS MOTORSPORTS	78261310	June 11, 2003	June 9, 2009	3791546	May 18, 2010	N/A	N/A	USA
AMERICAN EAGLE	75238332	February 7, 1997	N/A	N/A	N/A	March 11, 1998	N/A	USA
AMERICAN EAGLE WHEEL	75238335	February 7, 1997	N/A	N/A	N/A	March 11, 1998	N/A	USA
AMERICAN EAGLE WHEEL CORPORATION	75238333	February 7, 1997	N/A	N/A	N/A	September 25, 1998	N/A	USA
SPIRIT OF AMERICA	75238331	February 7, 1997	June 9, 1998	2185459	September 1, 1998	N/A	May 16, 2009	USA
	75898707	January 21, 2000	April 30, 2002	3385819	February 19, 2008	N/A	N/A	USA
BOSS MOTORSPORTS	1195942	November 3, 2013	--	TMA669041	October 19, 2007	N/A	N/A	CA

SCHEDULE 2

ASSIGNED PATENTS

Description	Filing Date	Filing Number	Issue/Registration Date	Issue/Registration Number	Assignee	Unreleased Security Interests	Jurisdiction
Vehicle wheel front face	July 28, 2004	US 29/210153	January 10, 2006	US D513488 S	American Eagle Wheel Corporation	None	USA
VEHICLE WHEEL	--	CA 086314	March 26, 1999	CA 86314 S	--	--	CA
VEHICLE WHEEL	--	CA 086313	March 26, 1999	CA 86313 S	--	--	CA

TRADEMARK

REEL: 006418 FRAME: 0686

RECORDED: 08/20/2018