

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489180

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
Merlin Tire, LLC		09/05/2018	Corporation: IDAHO
RECEIVING PARTY DATA			
Name:	Off-Spec Solutions, LLC		
Street Address:	1428 Madison Ave.		
City:	Nampa		
State/Country:	IDAHO		
Postal Code:	83687		
Entity Type:	Limited Liability Company: IDAHO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5329058	MERLIN TIRE	
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:	2089913383		
Email:	williamwardwell@varinwardwell.com		
Correspondent Name:	William Wardwell		
Address Line 1:	242 N. 8th St. Ste. 220		
Address Line 4:	Boise, IDAHO 83702		
NAME OF SUBMITTER:	William Wardwell, Authorized Person		
SIGNATURE:	/William Wardwell/		
DATE SIGNED:	09/08/2018		
Total Attachments: 4			
source=Trademark Assignment (Merlin Tire) (executed)#page1.tif			
source=Trademark Assignment (Merlin Tire) (executed)#page2.tif			
source=Trademark Assignment (Merlin Tire) (executed)#page3.tif			
source=Trademark Assignment (Merlin Tire) (executed)#page4.tif			

OP \$40.00 5329058

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of August 24, 2018 by and among Off-Spec Solutions, LLC, an Idaho limited liability company ("Assignee"), and Merlin Tire, LLC, an Idaho limited liability company ("Assignor").

WHEREAS, Assignor owns the entire right, title and interest in and to certain trademarks, along with United States applications for registration of such trademarks more particularly identified on Schedule A attached hereto and incorporated by reference herein (the "Trademarks");

WHEREAS, Assignor has agreed to convey, assign, transfer, distribute, and deliver to Assignee, and Assignee has agreed to acquire and receive from Assignor, all right, title, and interest of Assignor in and to the Trademarks.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in the Purchase Agreement.

2. Assignment. Assignors hereby convey, assign, transfer, distribute, and deliver to Assignee, its successors and assigns, their entire right, title and interest in and to the Trademarks and all rights and goodwill associated therewith.

3. Cooperation. Assignors agree to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment.

4. Registration. Assignors hereby authorize and request that the Commissioner of the United States Patent and Trademark Office and the empowered officials of all other governments, and the diverse registrars, commissioners and other official authorities charged with the registration and issuance of trademarks to record Assignee as the owner of the Trademarks and to issue to Assignee, in lieu of Assignors, in accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the Trademarks.

5. Governing Laws. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Idaho applicable to a contract executed and performed in such State without giving effect to the conflicts of law principles thereof.

6. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

8. Amendment, Waiver, and Termination. This Assignment cannot be amended, waived or terminated except by a writing signed by all of the parties hereto.

9. Attorney in Fact. Assignor hereby constitutes and appoints Assignee the true and lawful attorney in fact of Assignor, with full power of substitution, in the name of Assignor or Assignee, but on behalf of and for the benefit of Assignee: (a) to demand and receive from time to time any and all of the assets or rights conveyed herein and to make endorsements and give receipts and releases for and in respect of the same and any part thereof; (b) to institute, prosecute, compromise, and settle any and all actions or proceedings that Assignee may deem proper in order to collect, assert, or enforce any claim, right, or title of any kind in or to the assets and rights conveyed herein; (c) to defend or compromise any or all actions or proceedings in respect of any of the assets and rights conveyed herein; and (d) to do all such acts and things in relation to the matters set forth in the preceding clauses (a) through (c) as Assignee shall deem desirable. Assignor hereby acknowledges that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by it in any manner or for any reason.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representative to execute this Trademark Assignment as of the 24th day of August, 2018.

ASSIGNOR:

MERLIN TIRE, LLC

By: Off-Spec Solutions, LLC, its Manager

By: _____
Daniel Salvador, Manager

STATE OF IDAHO)
COUNTY OF CANYON)

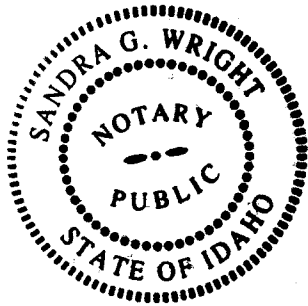
SS:

On this 5th day of August, 2018, before me personally appeared Daniel Salvador, known to me (or satisfactorily proven) to be the person whose name is subscribed to the attached Trademark Assignment, and acknowledged that he, as a duly authorized manager of Off-Spec Solutions, LLC, as the duly authorized manager of Merlin Tire, LLC, executed the same for the uses and purposes therein set forth.

SEAL

Notary Public: Sandra G. Wright

My commission expires: 09-22-2022



SCHEDULE A

Trademarks

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
Merlin Tire	87411922	April 14, 2017	5329058	November 7, 2017