

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM489464

<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>
Gowan Company, L.L.C.		08/31/2018	Limited Liability Company: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NIPPON SODA CO., LTD.		
<b>Street Address:</b>	2-1, Ohtemachi 2-chome, Chiyoda-ku		
<b>City:</b>	Tokyo		
<b>State/Country:</b>	JAPAN		
<b>Entity Type:</b>	Corporation: JAPAN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5493790	FASTBACK	
<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>	2025952270		
<b>Email:</b>	KOdedra@OdedraLaw.com		
<b>Correspondent Name:</b>	Kaushal Odedra		
<b>Address Line 1:</b>	2020 PENNSYLVANIA AVE NW # 152		
<b>Address Line 2:</b>	ODEDRA LAW OFFICE PLLC		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20006-1811		
<b>NAME OF SUBMITTER:</b>	Kaushal Odedra		
<b>SIGNATURE:</b>	/KRO/		
<b>DATE SIGNED:</b>	09/11/2018		
<b>Total Attachments: 5</b>			
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OP \$40.00 5493790

TRADEMARK ASSIGNMENT AGREEMENT

This Agreement is made the day of August 27, 2018 ("the Effective Date")

Between

Gowan Company, L.L.C., whose address is 370 S. Main Street, Yuma, ARIZONA 85364 ,United States of America

("the Assignor")

and

NIPPON SODA CO., LTD. whose address is 2-1, Ohtemachi 2-chome, Chiyoda-ku, Tokyo, Japan

("the Assignee").

The parties do agree to the following;

1. Definition

Wherever the following terms are used in this Agreement, they shall have the meaning specified below:

"Trademark:" shall mean the following trademark owned and maintained by the Assignor:

U.S. Trademark: FASTBACK

U.S. Trademark Registration Number :5493790

2. Assignment of Trademark

2.1 As of the Effective Date the Assignor does hereby assign to Assignee all right, title and interest in and to the Trademark, including all common law rights, registrations or applications therefore, all rights of Assignor to petition, sue or otherwise seek and recover damages, profits and any other remedy (monetary, injunctive, declaratory or other), in the United States and anywhere, for any past, present or future infringement, conversion or misappropriation of, or other injury, offense, violation, breach of duty or wrong relating to the Trademark, together with the goodwill of the Trademark and the goodwill of the business associated with the Trademark, effective as of the date of execution.

2.2 After assigning the Trademark to the Assignee, the Assignor shall not apply for or instigate a third party to apply for an identical or similar trademark for registration in respect of any goods or services, and shall not institute or instigate a third party to institute any invalidation actions, cancellation actions or other actions influencing upon the validity of the Trademark.

3. Representations and Warranties

The Assignor represents and warrants to the Assignee as of the Effective Date that:

(a) the Assignor is duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation; and

- (b) the execution, delivery and performance of this Agreement by the Assignor and all instruments and documents to be delivered by the Assignor hereunder (i) are within the corporate power of the Assignor; (ii) have been duly authorized by all necessary or proper corporate action; (iii) do not conflict with any provision of charter documents of the Assignor; (iv) will not, to the best of the Assignor's knowledge, violate any law or regulation or any order or decree of any court of governmental instrumentally; (v) will not violate and conflict with any terms of any agreement or other instrument to which the Assignor is a party; and
- (c) the Assignor is the sole and exclusive owner of the Trademark which is free and clear of any liens, charges and encumbrances; and
- (d) the Assignor has not previously assigned, transferred, licensed, conveyed, or otherwise encumbered their right, title and interest in the Trademark in whole or in part; and
- (e) no person other than the Assignor, has any ownership with respect to the Trademark nor has any person made or threatened any claim to such ownership; and
- (f) to the best knowledge, there are no claims by a third party against the Assignor asserting the invalidity or unenforceability of the Trademark..

#### 4.Third Party Rights

The Assignee is solely responsible for conducting any company-wide inquiry or external litigation trademark search. Especially the Assignor is not responsible for an infringement of possible of third parties by a use of the Trademark.

#### 5.Price and Payment

5.1 In consideration for the assignment of the Trademark, Assignee shall pay to Assignor the amount of 100US\$. Assignee shall pay the amount of such consideration to Assignor within thirty (30) days of the receipt by Assignee of the confirmation in writing that the assignment of the Trademark has been duly accepted by the United States Patent and Trademark Office. All payment shall be made in US\$ and by wire transfer to the bank account specified below. Assignee shall bear the expenses required for such wire transfer.

Bank Name: Bank of America

Bank Branch: HEAD OFFICE

5.2 All amounts of consideration required to be paid to the Assignor pursuant to this Agreement may be paid with deduction for withholding for or on account of any taxes. The Assignee shall make any applicable withholding payments due on behalf of the Assignor and shall provide the Assignor upon request with such written documentation regarding any such payment available to the Assignee relating to an application by the Assignor for a foreign tax credit for such payment with the United States Internal Revenue Service.

#### 6. Procedures

The Assignee takes all necessary procedures on its own expense to assign and change the owner's name of the Trademark from the Assignor to the Assignee at the United States Patent and Trademark Office.

The Assignor shall, whenever requested by the Assignee, cooperate with the Assignee in all matters that the Assignee and Assignor deem necessary and reasonable for the Assignor.

#### 7. Severability

In the event any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect. Furthermore, in lieu of each such provision that is invalid, illegal or unenforceable, the parties shall amend this Agreement to substitute or add a valid, legal and enforceable provision that shall be as similar as possible, in economic and business objectives as intended by the parties, to such invalid, illegal or unenforceable provision.

#### 8. Counterparts

This Agreement shall be executed in English in three (3) counterparts, with two of which held by the Assignor and the Assignee, respectively, one submitted to the Trademark bureau for record. Each of such three (3) counterparts shall be deemed an original and shall have equal legal validity.

#### 9. Applicable law and Jurisdiction

This Agreement is governed by the laws of Japan. For all legal conflicts between the parties, the parties agree to the jurisdiction of the Tokyo District Court in Tokyo, Japan.

IN WITNESS THEREOF, this Agreement has been executed by the authorized representatives of the parties as of the date first above written.

Signed by

Jacque Palmer

Gowan Company, L.L.C.

Signature: Jacque Palmer  
COO

Date : Aug. 31, 2018

Signed by

NIPPON SODA CO., LTD.

Signature: Akinashi  
President

Date : August 27, 2018

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the Matter of:

US Trademark Registration No. 5493790 FASTBACK

Power of Attorney

Commissioner for Trademarks  
P.O.Box 1451  
Alexandria, VA 22313-1451

Applicant hereby revokes all previous powers of attorney and appoints Kaushal R. Odedra, attorney at law, Reg. No. 42046, of the ODEDRA LAW OFFICE, PLLC, to prosecute this application to register a trademark, to transact all business in the Patent and Trademark Office in connection herewith, and to receive the Certificate of Registration.

Said firm is hereby designated Applicant's representative upon whom notice or process in proceedings affecting the mark may be served. Please address all communications to Applicant's attorney as follows:

Kaushal R. Odedra, Esq.  
ODEDRA LAW OFFICE, PLLC  
2020 Pennsylvania Ave, NW #152  
Washington DC, 20006  
Phone:202-595-2270  
Fax:202-403-3777

NIPPON SODA CO., LTD.

  
\_\_\_\_\_  
Signature

Akira Ishii  
\_\_\_\_\_  
Name

Representative Director, President  
\_\_\_\_\_  
Title

September 10, 2018  
\_\_\_\_\_  
Date