

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM490786

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
F.F. Ertl III, Inc.		09/18/2018	Corporation: IOWA
RECEIVING PARTY DATA			
Name:	First Gear, Inc.		
Street Address:	8668 Kapp Drive		
City:	Peosta		
State/Country:	IOWA		
Postal Code:	52068		
Entity Type:	Corporation: IOWA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5493645	GOT DIE CAST?	
Registration Number:	5455057	DCP DIE-CAST PROMOTIONS	
Registration Number:	2237622	DIE-CAST PROMOTIONS	
CORRESPONDENCE DATA			
Fax Number:	2024576315		
<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:	202-457-6030		
Email:	deborah.lodge@squirepb.com, karen.agee@squirepb.com		
Correspondent Name:	Deborah M. Lodge Squire Patton Boggs LLP		
Address Line 1:	2550 M Street, NW		
Address Line 4:	Washington, D.C. 20037		
ATTORNEY DOCKET NUMBER:	405864.00100		
NAME OF SUBMITTER:	Deborah M. Lodge		
SIGNATURE:	/Deborah M. Lodge/		
DATE SIGNED:	09/20/2018		
Total Attachments: 5			
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Trademark Assignment

This Trademark Assignment (this "Assignment") is made as of September 18, 2018, by and between F.F. Ertl III, Inc. (d/b/a/ Die-Cast Promotions), an Iowa corporation ("Seller"), and First Gear, Inc., an Iowa corporation ("Buyer"). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement (defined below).

Background

Seller, Frederick F. Ertl III ("Ertl") and Buyer have entered into that certain Asset Purchase Agreement, dated as of September 12, 2018 (the "Purchase Agreement"), pursuant to which Buyer has agreed to purchase certain assets, and assume certain liabilities, related to the business including certain trademarks. On the terms and subject to the conditions of this Assignment, Seller transfers the trademarks to Buyer listed on Annex A (collectively, the "Acquired Marks").

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Assignment of Acquired Marks. On the terms and subject to the conditions of this Assignment, Seller hereby assigns, transfers, conveys and delivers to Buyer, its legal representatives, successors, and assigns, all of Seller's right, title and interest in and to the Acquired Marks, together with the goodwill associated therewith and the right to sue for past, present and future infringements thereof.

2. Acknowledgement. Buyer acknowledges that Seller makes no representation or warranty, express implied, of any nature or kind with respect to the Acquired Marks. Buyer accepts the Acquired Marks "as is" with all faults. Buyer agrees that Seller shall not have any liability to Buyer or arising out of, relating to or resulting from the Acquired Marks.

3. Waivers and Amendments; Assignment. Any agreement on the part of a party hereto to any waiver of any right, power or privilege hereunder or any provision of this Assignment shall be valid only if set forth in a written instrument signed on behalf of such party. This Assignment may only be amended with the written consent of Seller and Buyer. Neither this Assignment nor any of the rights, interests or obligations hereunder shall be assigned directly or indirectly by operation of Law (including by merger or consolidation) or otherwise without the prior written consent of the other party. Any purported assignment in violation of this Section 3 shall be void.

4. Governing Law; Consent to Jurisdiction; Waiver of Trial by Jury. The parties hereby incorporate by reference Section 10.9 of the Purchase Agreement as if the same was fully set forth herein; provided, that for such purpose, any references to the "Agreement" shall be deemed to be references to this Assignment and any references to Section 10.9 of the Purchase Agreement shall be deemed to be references to this Section 4.

5. Entire Agreement; Conflict with Purchase Agreement. This Assignment and the Purchase Agreement contain the entire agreement between the parties concerning the matters referred to herein. In the event of any conflict between the terms of this Assignment and the Purchase Agreement, the Purchase Agreement shall control.

6. Counterparts. This letter agreement may be executed in counterparts, including by electronic (e.g., PDF) transmission, each of which shall be deemed to be an original, but together shall constitute the same letter agreement.

[Signatures follow on next page]

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

F.F. Ertl III, Inc. (d/b/a/ Die-Cast Promotions)

By: 
Name: Frederick F. Ertl, III
Title: Director

First Gear, Inc.

By: _____
Name: Richard E. Knight
Title: President

Signature Page to Trademark Assignment Agreement

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

F.F. Ertl III, Inc. (d/b/a/ Die-Cast Promotions)

By: _____
Name: Frederick F. Ertl, III
Title: Director


First Gear, Inc.

By:  _____
Name: Richard E. Knight
Title: President

Signature Page to Trademark Assignment Agreement

TRADEMARK
REEL: 006441 FRAME: 0769

Annex A

Image	Current Owner	Mark Name	Application Number	Registration Number	Dates of First Use	Country	Application Date	Registration Date	Expiration Date	Status
	F. F. Ertl III, Inc.	DIE-CAST PROMOTIONS	75/307,697	2,237,622	8/16/1997	United States	6/12/1997	4/6/1999	4/6/2019	Registered
	F. F. Ertl III, Inc.	DCP DIE-CAST PROMOTIONS Design	87/471,735	5,455,057	3/1/2017	United States	6/1/2017	4/24/2018	4/24/2028	Registered
	F. F. Ertl III, Inc.	GOT DIE-CAST?	87/471,740	5,493,645	3/29/2018	United States	6/1/2017	6/12/2018	6/12/2028	Registered