

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492544

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New Pride Corporation		09/05/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Flexi-Van Leasing, Inc.		
Street Address:	251 Monroe Avenue		
Internal Address:	Legal Department		
City:	Kenilworth		
State/Country:	NEW JERSEY		
Postal Code:	07033		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2582437	NEW PRIDE	
CORRESPONDENCE DATA			
Fax Number:	9082769277		
<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:	9086031596		
Email:	jdonovan@FlexiVan.com		
Correspondent Name:	John J. Donovan		
Address Line 1:	251 Monroe Avenue		
Address Line 2:	Legal Department		
Address Line 4:	Kenilworth, NEW JERSEY 07033		
NAME OF SUBMITTER:	John J. Donovan		
SIGNATURE:	/john j donovan/		
DATE SIGNED:	10/03/2018		
Total Attachments: 4			
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OP \$40.00 2582437

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is entered into as of the 5th Day of September, 2018 (the "Effective Date") by and between New Pride Corporation (the "Assignor"), a California Corporation, and Flexi-Van Leasing, Inc, a Delaware Corporation.

1. **Mark.** The term "Mark" as used in this Agreement shall mean any registered and unregistered trademarks, service marks, logos, designs, trade names, domain names, package designs, and product designs, including but not limited to all registrations and/or registration application rights and all rights to prepare derivative marks, together with all the goodwill of the business symbolized thereby, and all other rights in the United States and in all countries and territories worldwide and under any international conventions (hereinafter collectively referred to as "Mark") identified as follows:

Mark Name: New Pride

Registration/Serial Numbers: 2582437 & 78084360

Registration Filing Dates: June 18, 2002 and September 18, 2001.

Description of Goods/Services: Truck tires for the trucking and transportation industry.

2. **Assignment.** Assignor hereby irrevocably assigns, grants, and transfers to Assignee all rights, title, and interest in and to the Mark in perpetuity. Assignor further authorizes the United States Patent and Trademark Office and all other agencies in jurisdictions outside the United States to record the transfer of the registration. After the Effective Date, Assignor agrees to make no further use of the Mark or any confusingly similar mark in the United States and anywhere in the world, except as may be expressly authorized by the parties in writing. Assignor further agrees to not challenge Assignee's use or ownership of the mark.
3. **Consideration.** Assignee and Assignor are parties to a certain Asset Purchase Agreement dated August 2, 2018, setting forth the terms, conditions, and consideration exchange for assignment of the Mark.
4. **Execution and Delivery.** After Assignee pays the amount due, Assignor shall execute and deliver to Assignee any and all instruments of sale, transfer, conveyance, assignment, and confirmations as Assignee may lawfully request in order to obtain, perfect, maintain, or otherwise enable the transfer, conveyance, and assignment to Assignee and to confirm

Assignee's title to the Mark and any and all related federal and state trademark registrations and/or registration application rights.

5. **Legal Fees/Disputes.** Any disputes between the parties or arising by enforcement of this Agreement are subject to the parties' Indemnities agreement (Section 13. Indemnities) of the Asset Purchase Agreement.

6. **Agreement.** This Agreement is being executed and delivered pursuant to the Asset Purchase Agreement; nothing herein limits any of the terms or provisions of the Asset Purchase Agreement, and Assignee's rights hereunder and under the Asset Purchase Agreement are cumulative. This Agreement and the Asset Purchase Agreement set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Assigner and Assignee shall be governed by, and construed in accordance with the laws of the State of New Jersey.

7. **Successors and Assigns.** This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the parties.

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

New Pride Corporation

By: 

Mohsen Ansari, President

ACKNOWLEDGEMENT

STATE OF California
COUNTY OF Los Angeles

SS.

The foregoing instrument was acknowledged before me this 5th day of September, 2018, by Mohsen Ansari, as President of New Pride Corporation, a California corporation. The above named individual _____ is personally known to me or has produced Ca. State ID card as identification

(Notary Seal)

Michael P. Jansing
Notary Public
Michael P. Jansing

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

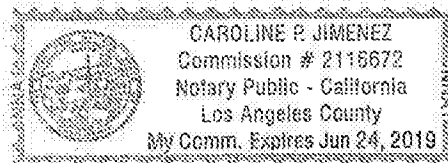
County of San Diego

On September 05, 2018 before me, Caroline P. Jimenez, Notary Public
(insert name and title of the officer)

personally appeared MORGEN ARJAN
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Caroline P. Jimenez (Seal)