

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512060

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GMZ Race Products, Inc.		12/07/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Custom Wheel House, LLC		
Street Address:	15500 Cornet Ave.		
City:	Santa Fe Springs		
State/Country:	CALIFORNIA		
Postal Code:	90670		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4669978	SAND STRIPPER GMZ GMZRACEPRODUCTS.COM	
Registration Number:	4296426	GMZ RACE PRODUCTS	
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:	248-689-3500		
Email:	doyle@reising.com		
Correspondent Name:	Jeffrey L. Doyle		
Address Line 1:	755 W. Big Beaver		
Address Line 2:	Suite 1850		
Address Line 4:	Troy, MICHIGAN 48084		
NAME OF SUBMITTER:	Jeffrey L. Doyle		
SIGNATURE:	/Jeffrey L. Doyle/		
DATE SIGNED:	02/28/2019		
Total Attachments: 5			
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OP \$65.00 4669978

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (“**Assignment**”) dated as of December 7, 2018 (“**Effective Date**”) is made by and between GMZ RACE PRODUCTS, a California Corporation (“**Assignor**”), and CUSTOM WHEEL HOUSE, LLC, a California limited liability company (“**Assignee**”).

A. **WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of December 7, 2018 (the “**Asset Purchase Agreement**”), wherein Assignor agreed to assign and Assignee desires to acquire and accept Assignor’s right, title, and interest in and to Intellectual Property, including but not limited to the intellectual property listed on Schedule A hereto;

B. **WHEREAS**, Capitalized terms not defined herein shall have the meaning given to them in the Asset Purchase Agreement.

C. **NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR HEREBY ASSIGNS TO ASSIGNEE Assignor’s right, title, and interest in and to each and all of the Intellectual Property and the registration therefor, together with the goodwill symbolized by and associated with the Intellectual Property pursuant to the terms and conditions set forth hereunder.

AGREEMENT

1. Recitals. Each and all of the foregoing recitals of background facts are incorporated herein by this reference as though set forth herein verbatim.

2. Transfer and Assignment. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby irrevocably assigns to the Assignee Assignor’s entire right, title, and interest, if any, in and to the Intellectual Property, including, without limitation, all Intellectual Property Rights therein and thereto. “**Intellectual Property Rights**” means all rights of a person or entity in, to, or arising out of: (a) any U.S., international, or foreign patent or any application therefor and any and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (b) inventions (whether patentable or not in any country), invention disclosures, improvements, trade secrets, proprietary information, know-how, technology and technical data; (c) copyrights, copyright registrations, copyrightable subject matter in the Intellectual Property, including reproduction rights, and any and all causes of action heretofore accrued in Assignor’s favor for infringement of any rights (including, without limitation, copyrights) in and to the IP; (d) all industrial designs, drawings and processes and any registrations and applications therefor throughout the world; (e) all trade names, logos, common law trademarks and service marks, trademarks and service mark registrations and applications therefor throughout the world; (f) all databases and data collections and all rights therein throughout the world; and (g) any other proprietary rights anywhere in the world, including, without limitation, use rights, modification rights, integration rights, distribution rights, and license rights.

3. Moral Rights. To the extent allowed by law, Section 2 above includes all rights of paternity, integrity, disclosure and withdrawal, and any other rights that may be known as or referred to as “moral rights,” “artist’s rights,” “droit moral,” rights under 17 U.S.C. §106A, or the like (collectively “**Moral Rights**”). To the extent that Assignor retain any such Moral Rights under applicable law, Assignor hereby ratifies and consents to any action that may be taken with respect to such Moral Rights or authorized by Assignee, and agree not to assert any Moral Rights with respect thereto. Assignor shall confirm any such ratification, consent or agreement from time to time as requested by Assignee.

4. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the successors and assigns of Assignor and Assignee.

5. Further Assurance. Assignor agree to promptly sign and deliver to Assignee all future assignments necessary to document Assignee’s ownership and registration (including but not limited to patent, trademark and copyright registrations) of the Intellectual Property and agrees to also assist Assignee, at Assignee’s expense, to further evidence, record, and perfect such assignments and registrations, and to perfect, obtain, maintain, enforce, and defend any rights specified to be so owned or assigned and to prosecute, obtain, maintain, enforce and defend any such registrations.

6. Governing Law. The parties agree that the laws of the State of California shall govern the validity, performance, and enforcement of this Assignment without regard to conflict of law principles.

7. Attorney-In-Fact. Assignor hereby constitute and appoint Assignee as Assignor’s true and lawful attorney-in-fact, with full power of substitution in Assignor’s name and stead, for Assignee’s benefit, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge, and deliver any and all instruments and assurances necessary or expedient in order to vest the aforesaid rights, Intellectual Property Rights, causes of action, and registrations more effectively in Assignee or to protect or prosecute the same, or to enforce any claim or right of any kind with respect thereto. This includes any rights with respect to the Intellectual Property that may have accrued in Assignor’s favor from the respective date of creation of the Intellectual Property to the effective date of this Assignment. Assignors hereby declare that the foregoing power is coupled with an interest and is irrevocable.

8. Attorneys’ Fees and Legal Expenses. Should either Assignor or Assignee institute any action or proceeding in court to enforce any provision of this Assignment for damages by reason of any alleged breach of any provision of this Assignment or for any other remedy, the prevailing party shall be entitled to receive from the losing party all reasonable attorneys’ fees and all court costs in connection with said proceeding.

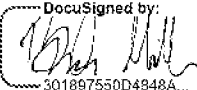
9. Counterparts. This Assignment may be executed by any electronically transmitted means and shall be executed in two (2) counterparts, each of which shall be deemed an original and each of which shall constitute one and the same instrument for purposes of evidencing this Assignment.

Signatures Continue on Subsequent Page

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

ASSIGNOR:

GMZ RACE PRODUCTS, INC.,
a California corporation

By:  _____
301897550D4848A...
Brandon Miller, President

ASSIGNEE:

CUSTOM WHEEL HOUSE, LLC,
a California limited liability company

By: _____
Kevin Fitzgerald, President

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

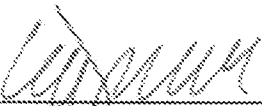
ASSIGNOR:

GMZ RACE PRODUCTS, INC.,
a California corporation


By:  _____
201807280008484
Brandon Miller, President

ASSIGNEE:

CUSTOM WHEEL HOUSE, LLC,
a California limited liability company

By:  _____
Kevin Fitzgerald, President

SCHEDULE A TO THE ASSIGNMENT OF INTELLECTUAL PROPERTY

Trademark	Registration Number
	4669978
GMZ RACE PRODUCTS	4296426