

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516529

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Top Line Group, LLC		03/29/2019	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	The Retrofit Source, LLC		
Street Address:	2195 DEFOOR HILLS ROAD, H-M		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30318		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5622091	HEADLIGHT REVOLUTION	
Registration Number:	5522515	GTR LIGHTING	
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:	7043778156		
Email:	jcarusone@robinsonbradshaw.com		
Correspondent Name:	Jennifer Carusone		
Address Line 1:	101 N. Tryon St., Suite 1900		
Address Line 2:	Robinson, Bradshaw & Hinson, P.A.		
Address Line 4:	Charlotte, NORTH CAROLINA 28246		
NAME OF SUBMITTER:	Jennifer Carusone		
SIGNATURE:	/Jennifer Carusone/		
DATE SIGNED:	03/29/2019		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (this "Assignment"), dated as of March 29, 2019, is by and between Top Line Group, LLC, a Minnesota limited liability company ("Seller"), and The Retrofit Source, LLC, a Delaware limited liability company ("Buyer"), and is delivered in connection with the consummation of the transactions contemplated by that certain Asset Purchase Agreement, dated as of the date hereof, by and between the Seller, the Buyer, and Christopher Nelson, an individual resident of Minnesota and the sole member of Seller (the "Purchase Agreement"). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Purchase Agreement.

Pursuant to the terms of the Purchase Agreement, and in consideration of the Buyer's payment of the consideration specified therein, the Seller does hereby sell, assign, convey, transfer and deliver to the Buyer, its successors and its assigns, all of the Seller's right, title and interest in and to all Proprietary Rights (including, without limitation, those listed in **Appendix A** attached hereto), together with the goodwill associated therewith, and including, without limitation, all common law rights in and to the Proprietary Rights and the right to sue for and recover any profits, penalties, expenses and other damages arising out of or related to any past, present and/or future infringement, dilution of or damage or injury to the Proprietary Rights or the accompany goodwill.

The Seller agrees that, upon the Buyer's reasonable request, the Seller will furnish all reasonably necessary documentation available to the Seller relating to or supporting chain of title, sign all reasonably appropriate papers, take all reasonably appropriate oaths, and do all reasonably appropriate acts which may be reasonably necessary for vesting title to, and effecting the transfer and recording of, the Proprietary Rights in the Buyer, its successors, assigns and legal representatives or nominees.

This Assignment is executed and delivered pursuant to, and is subject to the terms of, the Purchase Agreement, and nothing contained herein is intended to supersede, alter, modify, replace, amend, change, rescind, waive, expand, diminish or otherwise affect any of the terms set forth in the Purchase Agreement, including, without limitation, the representations, warranties, covenants and agreements set forth in the Purchase Agreement.

This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware, and shall be binding upon the Seller and the Buyer and shall inure to the benefit of such parties and their successors and assigns.

This Assignment may be executed in any number of counterparts (including by facsimile or other electronic transmission), each of which will be deemed an original, but such counterparts together will constitute one and the same instrument.

[Signatures on the following page]

IN WITNESS WHEREOF, the Seller and the Buyer have executed this Assignment effective as of the date first written above.

SELLER:

Top Line Group, LLC

By: 

Name: Christopher Nelson

Title: Chief Manager

BUYER:

The Retrofit Source, LLC

By: _____

Name: Matthew Kossoff

Title: Chief Executive Officer

IN WITNESS WHEREOF, the Seller and the Buyer have executed this Assignment effective as of the date first written above.

SELLER:

Top Line Group, LLC

By: _____

Name: Christopher Nelson

Title: Chief Manager

BUYER:

The Retrofit Source, LLC

By: _____

Name: Matthew Kossoff

Title: Chief Executive Officer

Appendix A

Seller Owned Proprietary Rights

Trademarks:

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date	Goods/Services
HEADLIGHT REVOLUTION	Top Line Group, LLC (DBA Headlight Revolution)	87883893	4/19/2018	5622091	12/4/2018	IC 011: Lighting apparatus for vehicles
GTR LIGHTING	Top Line Group, LLC	87513184	6/30/2017	5522515	7/24/2018	IC 011.: Automotive lighting products, namely, light bulbs, housings, LED lights, high intensity discharge (HID) lights, headlights, automotive bulbs, vehicle lamps and lights, driving lamps, LED light assemblies for automobiles, HID light assemblies for automobiles, lighting apparatus for vehicles, LED and HID lighting fixtures for vehicles, automotive auxiliary lights, lighting kits for vehicles comprising HID or LED lights, LED conversion kits consisting of LED lights, wires, nuts and instructions, HID conversion kits consisting of HID lights, wires, nuts and instructions, and automobile lighting conversion kits consisting of vehicle lights, wires, nuts and instructions