

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517714

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brute Industries, Inc.		04/01/2019	Corporation: MICHIGAN
Progressive Innovations, Inc.		04/01/2019	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	Race Ramps, LLC		
Street Address:	N102 W19400 Willow Creek Rd		
City:	Germantown		
State/Country:	WISCONSIN		
Postal Code:	53022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Serial Number:	88121381	ROCK RAMPS	
Serial Number:	86509877	RACE RAMPS	
Serial Number:	85264576	RACE RAMPS	
Serial Number:	78542641	RACE RAMPS	
Serial Number:	78542636	BRUTE INDUSTRIES	
Serial Number:	87002178	PORTABLE PIT STOP RAMP	
Serial Number:	86957253	RAMPS THAT WORK	
Serial Number:	86961463	CAR RAMPS THAT WORK	
Serial Number:	86957231	BAN THE BOARD	
Serial Number:	86965057	RAMPOLOGY	
Serial Number:	86957247	HAPPY WRAPPER	
Serial Number:	86686184	RETYLER RAMP	
Serial Number:	86160250	FLATSTOPPERS	
Serial Number:	85695953	ZOOM JACK	
Serial Number:	85890644	TOW RAMPS	
Serial Number:	85803267	RACE ROCKS	
Serial Number:	77525868	PORTABLE PIT STOP RAMP	
Serial Number:	77525704	RACK RAMPS	

CH \$590.00 88121381

Property Type	Number	Word Mark
Serial Number:	77594756	TRAILER-MATES
Serial Number:	77525665	SHOW RAMPS
Serial Number:	77380479	WHEEL CRIBS
Serial Number:	77217732	THE BEST WAY TO GET IT UP!
Serial Number:	77216633	TRAK-JAX

CORRESPONDENCE DATA

Fax Number:

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.

Email: tmadmin@reinhartlaw.com

Correspondent Name: Daniel E. Kattman

Address Line 1: 1000 N. Water Street

Address Line 4: Milwaukee, WISCONSIN 53202

NAME OF SUBMITTER:	Heidi R. Thole
SIGNATURE:	/hrt/
DATE SIGNED:	04/05/2019

Total Attachments: 8

- source=4. Race Ramps - Brute and Progressive IP Assignment - Executed#page1.tif
- source=4. Race Ramps - Brute and Progressive IP Assignment - Executed#page2.tif
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "**Assignment**") effective as of April 1, 2019, is entered into by and between Brute Industries, Inc., a Michigan corporation, and Progressive Innovations, Inc., a Michigan corporation (each, an "**Assignor**" and collectively, "**Assignors**"), and Race Ramps, LLC, a Delaware limited liability company (the "**Assignee**").

WHEREAS, Assignors, Assignee, DRC Holdings LLC, a Delaware limited liability company, Jane E. Heinz, an individual, and Richard N. Heinz, an individual, have entered into that certain Purchase Agreement dated as of even date herewith (the "**Purchase Agreement**"), pursuant to which, among other things, Assignors have agreed to sell, assign, convey, transfer and deliver to Assignee all of its right, title and interest in the Trademarks, Patents, and Domain Names set forth on Exhibit A of this Assignment (collectively, the "**Intellectual Property Assets**").

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. All capitalized terms used in this Assignment but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.

2. Assignment. Assignor hereby sells, assigns, and transfers to Assignee and Assignee's representatives, successors and assigns, all of the Intellectual Property Assets set forth on Exhibit 2 of this Agreement and further defined below in Paragraph 2(a) and (b), and Assignee hereby agrees to accept such sale, assignment, and transfer:

(a) the patents and patent applications set forth on Exhibit A hereto and all issuances, divisions, continuations, reissues, extensions, reexaminations and renewals thereof as well as all rights to injunctive relief, damages or profits due or accrued arising out of all causes of action, past, present and future including infringement of its patent rights;

(b) the trademark registrations and applications set forth on Exhibit A hereto and all issuances, extensions and renewals thereof, together with the goodwill of the business connected with the use thereof and symbolized thereby as well as all rights to injunctive relief, damages or profits due or accrued arising out of all causes of action, past, present and future including infringement of the trademark, or other violations or injury to the said goodwill.

(c) the domain names set forth on Exhibit A hereto and all extension and renewals thereof.

3. Terms of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule of any other jurisdiction.

5. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

7. Binding Effect. This Assignment shall be binding upon and shall inure to the benefit of the parties and their representatives, successors, and assigns

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

ASSIGNORS:

BRUTE INDUSTRIES, INC.

By: _____
Name: Richard Heinz
Title: President

PROGRESSIVE INNOVATIONS, INC.

By: _____
Name: Richard Heinz
Title: Vice President

ASSIGNEE: RACE RAMPS, LLC

By:  _____
Name: Richard Spratt
Title: Chief Executive Officer

Signature Page to IP Assignment

TRADEMARK
REEL: 006611 FRAME: 0264

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

ASSIGNORS:

BRUTE INDUSTRIES, INC.

By: 

Name: Richard Heinz

Title: President

PROGRESSIVE INNOVATIONS, INC.

By: 

Name: Richard Heinz

Title: Vice President

ASSIGNEE: **RACE RAMPS, LLC**

By: _____

Name: Richard Spratt

Title: Chief Executive Officer

EXHIBIT A
INTELLECTUAL PROPERTY ASSETS

Patents¹

<i>Patent title</i>	<i>Serial No.</i>	<i>Filed</i>	<i>Patent No.</i>	<i>Issued</i>	<i>Owner</i>	<i>Issues/Liens?</i>
Jack and dolly assembly and system	14822013	8/10/2015	9610962	4/4/2017	Richard N. Heinz	No
Jack and dolly assembly and system	14063812	10/25/2013	9102344	8/11/2015	Richard N. Heinz	No
Wheel crib	29470933	10/25/2013	D721465	1/20/2015	Richard N. Heinz	No
Modular vehicle ramp system	12358326	1/23/2009	8118280	2/21/2012	Richard N. Heinz	No
Ramp and method of construction	12053985	3/24/2008	RE41851	10/26/2010	Richard N. Heinz	No
Wheel support	29306211	4/4/2008	D625678	10/19/2010	Richard N. Heinz	No
Trailer ramp	29306210	4/4/2008	D593724	6/2/2009	Richard N. Heinz	No
Ramp and method of construction	11197758	8/3/2005	7114210	10/3/2006	Richard N. Heinz	No

Trademarks²

<i>Trademark</i>	<i>Serial No.</i>	<i>Filed</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Owner</i>	<i>Issues/Liens?</i>
ROCK RAMPS	88121381	9/18/18			Brute Industries, Inc.	No
RACE RAMPS	86509877	1/21/15	4816931	9/22/15	Brute Industries, Inc.	No
RACE RAMPS	85264576	3/11/11	4064949	11/29/11	Brute Industries, Inc.	No
RACE RAMPS (Stylized & Design)	78542641	1/5/05	3144340	9/19/06	Brute Industries, Inc.	No
BRUTE INDUSTRIES (Stylized & Design)	78542636	1/5/05	3116294	7/18/06	Brute Industries, Inc.	No
PORTABLE PIT STOP RAMP	87002178	4/15/16	5078015	11/8/16	Richard N. Heinz	No
RAMPS THAT WORK	86957253	3/29/16	5135860	2/7/17	Richard N. Heinz	No
CAR RAMPS THAT WORK	86961463	4/1/16	5094563	12/9/16	Richard N. Heinz	No
BAN THE BOARD	86957231	3/29/16	5081496	11/15/16	Richard N. Heinz	No
RAMPOLOGY	86965057	4/5/16	5073300	11/1/16	Richard N. Heinz	No
HAPPY WRAPPER	86957247	3/29/16	5073146	11/1/16	Richard N. Heinz	No

¹ NTD: Patents in Richard Heinz name to be assigned to Brute Industries before closing.

² NTD: Trademarks in Richard Heinz name to be assigned to Brute Industries before closing.

RETYLER RAMP	86686184	7/8/15	4939558	4/19/16	Richard N. Heinz	No
FLATSTOPPERS	86160250	1/8/14	4556068	6/24/14	Richard N. Heinz	No
ZOOM JACK	85695953	8/6/12	4951577	5/3/16	Richard N. Heinz	No
TOW RAMPS	85890644	3/29/13	4389883	8/20/13	Richard N. Heinz	No
RACE ROCKS	85803267	12/14/12	4401958	9/10/13	Richard N. Heinz	No
PORTABLE PIT STOP RAMP	77525868	7/18/08	3782926	4/27/10	Richard N. Heinz	No
RACK RAMPS	77525704	7/18/08	3700495	10/20/09	Richard N. Heinz	No
TRAILER-MATES	77594756	10/17/08	3626629	5/26/09	Richard N. Heinz	No
SHOW RAMPS	77525665	7/18/08	3604704	4/27/09	Richard N. Heinz	No
WHEEL CRIBS	77380479	1/25/08	3492229	8/26/08	Richard N. Heinz	No
THE BEST WAY TO GET IT UP!	77217732	6/28/07	3448111	6/17/08	Richard N. Heinz	No
TRAK-JAX	77216633	6/27/07	3470651	7/22/08	Richard N. Heinz	No

Domain Names

<u>Domain name</u>	<u>Expires</u>
bantheboard.com	3/10/2019
bruteindustries.net	2/14/2019
bruteindustries.com	8/11/2019
bruteindustries.site	8/6/2019
bruteindustries.org	2/14/2019
brutetechnologies.com	3/28/2019
brutetechnologies.net	3/28/2019
carrampsthatwork.com	3/10/2019
cribcruiser.com	9/10/2019
cribcruiser.net	9/10/2019
cribcruisers.com	9/10/2019
cribcruisers.net	9/10/2019
curbhopper.com	1/21/2019
detailramp.com	3/30/2019
detailramps.com	3/30/2019
fasterjack.com	6/5/2020
fasterjacker.com	6/5/2020

flatspotstopper.com	11/17/2020
flatstoppers.biz	4/4/2020
flatstoppers.com	9/26/2020
flatstoppers.net	4/5/2020
flatstoppers.org	4/5/2020
flatstoppers.us	2/12/2022
garageramps.net	8/14/2019
happywraper.com	3/28/2019
happywrapper.net	3/10/2019
hosehopper.com	1/21/2019
hotracetracks.com	11/1/2020
jack-o-ramp.com	7/25/2019
jackoramp.com	7/25/2019
jakoramp.com	7/25/2019
magnaramp.com	1/8/2019
magnetramps.com	1/8/2019
myhottracks.com	11/1/2019
mytoptracks.com	11/1/2019
progressiveinnovations.us	2/7/2021
progressiveinnovationsinc.com	2/9/2019
racechock.com	10/9/2019
racechocks.com	10/9/2019
raceramps.com	8/11/2021
raceramps.net	2/14/2019
raceramps.org	2/14/2019
raceramps.us	2/12/2022
racerchock.com	10/9/2019
racerchocks.com	10/9/2019
racermat.com	7/24/2019
racerocks.net	10/19/2020
racerollers.com	6/5/2020
racersmat.com	7/24/2019
racingstands.com	8/25/2019
racingstands.net	8/25/2019
rackramps.com	10/12/2019
rallyjack.com	6/5/2020
rallyramps.com	4/23/2020
rallyramps.info	8/1/2019
rallyramps.net	8/1/2019
rallyramps.org	8/1/2019
rampdoc.com	4/16/2020

rampdoctor.com	4/16/2020
rampology.com	3/10/2019
ramprocks.com	7/24/2019
ramprocks.net	7/24/2019
rampsforcurbs.com	4/25/2019
rampsthatwork.com	3/10/2019
restylerramp.com	3/30/2019
restylerramps.com	3/30/2019
restylingramp.com	3/30/2019
restylingramps.com	3/30/2019
rockramps.com	5/30/2020
shopramp.com	9/30/2019
shopramp.net	9/30/2019
shopramps.com	8/14/2019
shopramps.net	8/14/2019
showrocks.com	3/16/2020
showrocks.net	3/16/2020
spinnerjack.com	6/5/2020
sportjax.com	6/5/2020
sportramp.com	4/30/2020
sportramps.com	8/1/2019
sportramps.net	8/1/2019
tow-ramps.com	3/26/2019
tow-ramps.net	3/26/2019
towramps.com	3/26/2019
towramps.net	3/26/2019
wrapramp.com	3/25/2019
wrapramps.com	3/25/2019
zoomjack.com	6/5/2020