

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM522317

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Air Ride Technologies, Inc.		05/03/2019	Corporation: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RT Acquisition Corp.		
<b>Street Address:</b>	6653 Hwy 53		
<b>City:</b>	Braselton		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30517		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2374492	AIRBAR	
<b>Registration Number:</b>	2368569	SHOCKWAVE	
<b>Registration Number:</b>	2954373	RIDEPRO	
<b>Registration Number:</b>	2917095	STRONG ARMS	
<b>Registration Number:</b>	3572979	STREET CHALLENGE	
<b>Registration Number:</b>	3243403	LEVELPRO	
<b>Registration Number:</b>	3583743	RIDETECH	
<b>Registration Number:</b>	3587579	AIRPOD	
<b>Registration Number:</b>	3587580	AIRPOD	
<b>Registration Number:</b>	3982263		
<b>Registration Number:</b>	4957575	LEVELTOW	
<b>Registration Number:</b>	5046455	LEVELTOW ADVANCED TOWING SOLUTIONS BY RI	
<b>Registration Number:</b>	5055993	STREETGRIP	
<b>Registration Number:</b>	5477106	R-JOINT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4153939887		
<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>			
<b>Phone:</b>	4159540200		

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**Email:** trademark@squirepb.com  
**Correspondent Name:** Audrey Y. Nicolson, Esq.  
**Address Line 1:** 275 Battery Street, Suite 2600  
**Address Line 4:** San Francisco, CALIFORNIA 94111

**ATTORNEY DOCKET NUMBER:** 112030.00035

**NAME OF SUBMITTER:** Audrey Y. Nicolson, Esq.

**SIGNATURE:** /audrey y. nicolson/

**DATE SIGNED:** 05/06/2019

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment"), dated May 3, 2019 ("Effective Date"), is by and between Air Ride Technologies, Inc., an Indiana corporation ("Assignor") and RT Acquisition Corp., a Delaware corporation ("Assignee") (each individually a "Party" and collectively the "Parties"), who agree as follows:

### RECITALS

**WHEREAS**, Assignor, Assignee, Bret Voelkel and Sharon Voelkel have entered into an Asset Purchase Agreement, dated as of April 29, 2019 (as amended, restated, supplemented or otherwise modified from time to time pursuant to its terms, the "APA"), pursuant to which, among other things, Assignor has agreed to sell, convey, assign and transfer to Assignee, and Assignee has agreed to purchase, acquire, accept and assume from Assignor, the Assigned Trademarks (defined below) and Assignor has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

**WHEREAS**, Assignor owns the Assigned Trademarks;

**WHEREAS**, in connection with the APA and pursuant to this Trademark Assignment, Assignor agrees to assign the Assigned Trademarks pursuant to the conditions set forth in Article II to Assignee such that Assignee owns such Assigned Trademarks; and

**WHEREAS**, Assignor and Assignee are desirous of making this Trademark Assignment a matter of record.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of the APA, the Parties hereto agree as follows:

### ARTICLE I CERTAIN DEFINITIONS

**1.01 General.** Any capitalized item used but not defined herein will have the meaning set forth in the APA.

### ARTICLE II ASSIGNMENT AND ASSUMPTION

**2.01 Assignment from Assignor.** In accordance with and subject to the terms and conditions of the APA, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, all of Assignor's direct and indirect rights, titles and interests in and to the following (collectively, the "Assigned Trademarks"):

- a) the trademark registrations set forth on Appendix A hereto and all issuances, extensions and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
- b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

- c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

**2.02 Acceptance and Assumption by Assignee.** In accordance with and subject to the terms and conditions of the APA, Assignee hereby purchases, acquires and accepts the assignment, transfer and conveyance, in accordance with the terms of Assignor's rights, titles and interests in, under and to the Assigned Trademarks assigned to such Assignee pursuant to Section 2.01 above. Assignee accepts, assumes, undertakes and agrees to pay or cause to be paid all liabilities arising out of or related to the Assigned Trademarks from and after the Effective Date.

**2.03 Recordation and Further Actions.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, (a) upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto and (b) Assignor hereby authorizes Assignee to file all such documents with the United States Patent and Trademark Office.

**2.04 Fees and Expenses.** Any fees, costs and expenses for the recording of this Trademark Assignment with the appropriate governmental entities, trademark offices and/or registrars shall be borne by the Assignee.

### **ARTICLE III RELATED PROVISIONS IN THE APA**

**3.01 Warranties and Indemnification Rights.** The Assignor and the Assignee acknowledge and agree that the subject matter hereof is addressed in the warranties set forth in Article III of the APA, as applicable, and the parties hereto are bound by indemnification obligations set forth Article VIII relating thereto to the extent provided in the APA.

### **ARTICLE IV MISCELLANEOUS**

**4.01 Binding Effect.** This Trademark Assignment shall be binding upon and inure to the benefit of the Assignor and the Assignee and their respective successors and permitted assignees.

**4.02 Consideration.** The Parties agree and acknowledge that good and valuable consideration for the Assigned Trademarks has already been considered, and is part of the consideration paid by Assignee pursuant to the APA.

- 4.03 Subject to APA.** The scope, nature and extent of this Trademark Assignment are expressly set forth in the APA. Nothing contained in this Trademark Assignment shall be construed as a waiver of or limitation upon any of the rights or remedies set forth in, or arising in connection with, the APA or any other Transaction Document. This Trademark Assignment is not intended to create any broader obligations than those contemplated in the APA, and in the event of any ambiguity, inconsistency or conflict between the terms hereof and the APA, the terms of the APA shall be governing and controlling.
- 4.04 Governing Law.** This Trademark Assignment is governed by the Laws of the State of Delaware, without regard to any principle of conflict or choice of laws that would cause the application of the laws of any other jurisdiction.
- 4.05 Successors and Assigns.** Neither Assignor nor Assignee may assign this Trademark Assignment, or any of their rights or liabilities hereunder, without the prior written consent of the other Party hereto, provided that Assignor and Assignee may so assign, in whole or in part, to one or more of their Affiliates.
- 4.06 Counterparts.** This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**[Signatures page follows this page]**



IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be duly executed effective as of the date first above written.

**RT ACQUISITION CORP.,**  
a Delaware corporation

By: [Signature]  
Name: Michael Dennison  
Title: Chief Executive Officer  
Date:

**ACKNOWLEDGMENT NOTARY FOR CALIFORNIA**

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 )  
 ) ss  
COUNTY OF SANTA CRUZ )

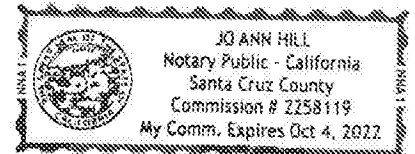
On 2 this May day of 2019 before me, [Signature], Notary Public, personally appeared Michael Dennison, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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: [Signature]

(Seal)



[Signature Page to Trademark Assignment]

**Appendix A**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
AIRBAR	US	2374492	08/08/2000
SHOCKWAVE	US	2368569	07/18/2000
RIDEPRO	US	2954373	05/24/2005
STRONG ARMS	US	2917095	01/11/2005
STREET CHALLENGE	US	3572979	02/10/2009
LEVELPRO	US	3243403	05/22/2007
RIDETECH	US	3583743	03/03/2009
AIRPOD	US	3587579	03/10/2009
AIRPOD (Stylized)	US	3587580	03/10/2009
RIDE TECH Logo (Black Shock Absorber Design)  	US	3982263	6/21/2011
LEVELTOW	US	4957575	05/10/2016
LEVELTOW	CA	TMA990,154	02/06/2018
LEVELTOW	EM	14511828	12/24/2015
LEVELTOW ADVANCED TOWING SOLUTIONS BY RIDETECH (& Design)  	US	5046455	09/20/2016
LEVELTOW ADVANCED TOWING SOLUTIONS BY RIDETECH (& Design)  	CA	TMA989,448	01/26/2018
STREETGRIP	US	5055993	10/04/2016
R-JOINT	US	5477106	05/22/2018