

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM517612

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900487297

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Universal Products, Inc.		02/22/2019	Corporation: MARYLAND

**RECEIVING PARTY DATA**

<b>Name:</b>	API Automotive Products International, Inc.
<b>Street Address:</b>	854 Lowcountry Blvd., Suite 1010
<b>City:</b>	Mount Pleasant
<b>State/Country:</b>	SOUTH CAROLINA
<b>Postal Code:</b>	29464
<b>Entity Type:</b>	Corporation: WYOMING

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
<b>Registration Number:</b>	5045759	BLUEDEVIL PRODUCTS

**CORRESPONDENCE DATA**

Fax Number: 2136249441

*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.*

Phone: 2136295700

Email: mfriend@clarktrev.com

Correspondent Name: Michele B Friend

Address Line 1: 800 Wilshire Blvd. 12th Fl

Address Line 2: 800 Wilshire Blvd. 12th Fl

Address Line 4: Los Angeles, CALIFORNIA 90017

<b>NAME OF SUBMITTER:</b>	Michele Friend
<b>SIGNATURE:</b>	/michele friend/
<b>DATE SIGNED:</b>	04/05/2019

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is entered into on February 22, 2019 (the "Effective Date") by and between Universal Products, Inc., a Maryland corporation ("Assignor") and API Automotive Products International, Inc., a Wyoming corporation ("Assignee").

WITNESSETH:

**WHEREAS**, Assignor owns the entire right, title and interest in and to the U.S. Registered Trademark filed with the United States Trademark Office identified as serial number 85-418-550, "BlueDevil Products," filed on September 20, 2016, registration number 5,045,759 (see attached Exhibit A and hereinafter referred to as the "Mark");

**WHEREAS**, Assignor and Assignee have entered into an Asset Purchase Agreement effective of even date herewith which, among other provisions, requires Assignor to assign to Assignee all of Assignor's right, title and interest in and to the Mark;

**WHEREAS**, Assignor desires to transfer to Assignee all of Assignor's right, title and interest in and to the Mark and Assignee desires to accept such assignment;

**WHEREAS**, Assignor and Assignee believe that it is in their mutual best interests to set forth their understandings with respect to the assignment of the Mark in writing.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment**. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Mark, together with all goodwill symbolized by the Mark. Assignee shall be responsible for filing any and all documents with the United States Patent and Trademark Office in order to affect the transfer of the Mark from Assignor to Assignee as contemplated by this Agreement. At any time, and from time to time after the effective date, at Assignee's request, Assignor shall execute and deliver such instruments of transfer, conveyance, assignment and confirmation and take such other action, at Assignee's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment of the Mark to Assignee and to confirm Assignee's title to the Mark.

2. **Termination of Use**. After the Effective Date, Assignor agrees to make no further use of the Mark or any mark confusingly similar thereto except as may be expressly authorized by the parties hereto.

3. **Notices**. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered to be given and received in all respects: (a) when hand delivered; (b) two (2) days after when sent by prepaid express or courier delivery service; or (c) four (4) days after deposited in the United States mail, certified mail, postage prepaid, return

receipt requested, in each case addressed as follows, or to such other address as shall be designated by notice duly given:

**To Assignor:** Universal Products, Inc.  
854 Lowcountry Blvd., Suite 1010  
Mount Pleasant, South Carolina 29464  
Attn: Troy Porcelli

**To Assignee:** API Automotive Products International Inc.  
854 Lowcountry Blvd., Suite 1010  
Mount Pleasant, South Carolina 29464  
Attn: Ross Sklar

4. **Assignment/Binding Effect.** Assignor may not assign or transfer any of its rights, duties, obligations or interest in or under this Agreement without the prior written consent of Assignee. This Agreement shall be binding upon all parties hereto, their respective legal representatives, and, if applicable, their respective successors and assigns.

5. **Entire Agreement.** This Agreement, together with any documents delivered pursuant hereto, supersedes all prior documents, understandings or agreements, oral or written, related to the transactions contemplated hereby and constitutes the entire agreement between the parties with respect to the subject matter hereof. Any modification of or amendment to or waiver of any provisions of this Agreement, or any document delivered pursuant to this Agreement, unless otherwise expressly provided therein, may be made only by an instrument in writing executed by the party against whom enforcement thereof is sought.

6. **Invalid Provisions.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

7. **Execution.** The parties may execute this Agreement in counterparts, by facsimile signature or electronic signature, which shall be deemed as an original signature, and the execution of counterparts shall have the same force and effect as if all parties had signed the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement to be effective on the Effective Date .

ASSIGNOR:

Universal Products, Inc.

By: \_\_\_\_\_

Name: William Rice

Title: CEO

ASSIGNEE:

Automotive Products International Inc.

By:  \_\_\_\_\_

Name: Ross Sklar

Title: CEO

receipt requested, in each case addressed as follows, or to such other address as shall be designated by notice duly given:

**To Assignor:** Universal Products, Inc.  
854 Lowcountry Blvd., Suite 1010  
Mount Pleasant, South Carolina 29464  
Attn: Troy Porcelli

**To Assignee:** API Automotive Products International Inc.  
854 Lowcountry Blvd., Suite 1010  
Mount Pleasant, South Carolina 29464  
Attn: Ross Sklar

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5. Entire Agreement. This Agreement, together with any documents delivered pursuant hereto, supersedes all prior documents, understandings or agreements, oral or written, related to the transactions contemplated hereby and constitutes the entire agreement between the parties with respect to the subject matter hereof. Any modification of or amendment to or waiver of any provisions of this Agreement, or any document delivered pursuant to this Agreement, unless otherwise expressly provided therein, may be made only by an instrument in writing executed by the party against whom enforcement thereof is sought.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the Effective Date .

ASSIGNOR:

Universal Products, Inc.

By: William Rice

Name: William Rice

Title: CEO

ASSIGNEE:

Automotive Products International Inc.

By: \_\_\_\_\_

Name: Ross Sklar

Title: CEO

Exhibit A

# United States of America

United States Patent and Trademark Office

## BLUEDEVIL PRODUCTS

Reg. No. 5,045,759

Registered Sep. 20, 2016

Int. Cl.: 35

Service Mark

Principal Register

Universal Products, Inc. (MARYLAND CORPORATION)  
5626 Southwestern Blvd.  
Baltimore, MD 21227

CLASS 35: Wholesale distributorship services excluding sales to walk-in customers, on-line wholesale distributorship services, featuring automotive accessories, namely, automotive repair, maintenance and performance products, specifically excluding products used for beautification or decoration as well as tools and products having applications other than for automotive repair, maintenance and performance; and featuring automotive leak sealants, namely, air conditioning leak sealants, cooling system leak sealants, oil system leak sealants, power steering leak sealants, hydraulic leak sealants, head gasket leak sealants; and featuring windshield washer fluid, fuel additives for gas and diesel engines, radiator flush, and air conditioning coolant and coolant booster

FIRST USE 00-00-2011; IN COMMERCE 00-00-2012

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

OWNER OF U.S. REG. NO. 3756877

No claim is made to the exclusive right to use the following apart from the mark as shown: "PRODUCTS"

SER. NO. 85-418,550, FILED 09-09-2011  
BRANDY BARRE MAZZELLA, EXAMINING ATTORNEY



*Michelle K. Lee*

Director of the United States  
Patent and Trademark Office

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