

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM526591

<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>
F.B.T. Enterprises, Inc.		05/24/2019	Corporation: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OTR Wheel Engineering, Inc.		
<b>Street Address:</b>	6 Riverside Industrial Park		
<b>City:</b>	Rome		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30161		
<b>Entity Type:</b>	Corporation: GEORGIA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4511034	BEASTMASTER	
<b>Registration Number:</b>	3961708	GRASS MASTER	
<b>Registration Number:</b>	4163104	OTR	
<b>Registration Number:</b>	4221822	T R	
<b>Serial Number:</b>	87675564	BIG BITE	
<b>Serial Number:</b>	87853732	TRAIL WARRIOR	
<b>Registration Number:</b>	5627836	WIZZARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5128538801		
<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>	512-853-8800		
<b>Email:</b>	dkgpto@intprop.com		
<b>Correspondent Name:</b>	Dwayne K. Goetzel		
<b>Address Line 1:</b>	P.O. Box 398		
<b>Address Line 4:</b>	Austin, TEXAS 78767-0398		
<b>NAME OF SUBMITTER:</b>	Dwayne K. Goetzel		
<b>SIGNATURE:</b>	/Dwayne K. Goetzel/		
<b>DATE SIGNED:</b>	06/05/2019		

CH \$190.00 4511034

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**") is entered into to be effective as of May 24, 2019 by and between (i) F.B.T. Enterprises, Inc. ("**Seller**"), a Georgia corporation, and (ii) OTR Wheel Engineering, Inc. ("**Buyer**"), a Georgia corporation.

WHEREAS, under the terms of that certain Intellectual Property Agreement of even date herewith (the "**IP Agreement**"), Seller has conveyed, transferred, and assigned to Buyer certain intellectual property of Seller, and has agreed to execute and deliver this Patent Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule I hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Seller 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. Recordation and Further Actions. Seller 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 Buyer.

3. Terms of the IP Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the IP Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the

Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the IP Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the IP Agreement and the terms hereof, the terms of the IP Agreement shall govern.

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

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each party has duly executed and delivered this Trademark Assignment as of the date first above written.

SELLER:

F.B.T. ENTERPRISES, INC.

By: [Signature]  
Name: Frederick B. Taylor  
Title: President

WITNESS #1:

Signature: [Signature]  
Print Name: Mary Dell Taylor  
Date: May 23, 2019  
Address: 111 Sequoia Dr SE, Rome GA 30161

WITNESS #2:

Signature: [Signature]  
Print Name: Christy Russell  
Date: May 23, 2019  
Address: 463 Armuchee Tr. Rome GA 30165

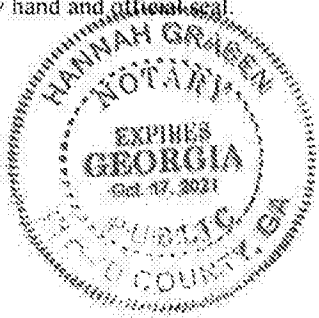
STATE OF Georgia §  
COUNTY OF Elbert §

On May 23, 2019, before me, Hannah Graben Notary Public, personally appeared Frederick B. Taylor, 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 GA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]



[Signature]  
Notary Public


AGREED TO AND ACCEPTED:

**BUYER:**

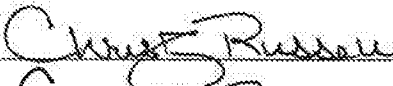
**OTR WHEEL ENGINEERING, INC.**

By:   
Name: Frederick B. Taylor  
Title: President

WITNESS #1:

Signature:   
Print Name: Mary Dell Taylor  
Date: May 23, 2019  
Address: 115 Sequoia Dr SE, Rome, GA 30161

WITNESS #2:

Signature:   
Print Name: Christy Russell  
Date: May 23, 2019  
Address: 463 Armuchee Tr. Rome GA 30165

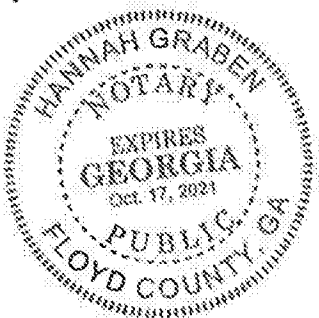
STATE OF GA  
COUNTY OF Floyd

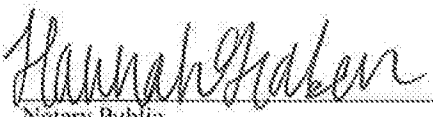
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I certify under PENALTY OF PERJURY under the laws of the State of GA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]



  
Notary Public

**SCHEDULE 1**

**ASSIGNED TRADEMARKS**

	<u>Title</u>	<u>Registration/Appln No.</u>	<u>Filing/ Issued Date</u>	
<b>2(a). US Trademark Applications/ Registrations</b>				
	BEASTMASTER	4,511,034	8-Apr-14	
	GRASS MASTER	3,961,708	17-May-11	
	OTR & design (w/Globe)	4,163,104	26-Jun-12	
	OTR SYMBOL	4,221,822	9-Oct-12	
	PIRANHA	86/602,657	20-Apr-15	
	BIG BITE	87/675,564	7-Nov-17	
	TRAIL WARRIOR	87/853,732	28-Mar-18	
	WIZZARD	5,627,836	11-Dec-18	
	L.T.S.			
<b>2(b). Foreign Trademark Applications/ Registrations</b>				
	GRASS MASTER	EU 009810219	15-Aug-11	
	TRAIL WARRIOR	CA 1921997	26-Sep-18	
	WIZZARD	EU 17975658	29-Oct-18	
	WIZZARD	CA 1928042	31-Oct-18	
	WIZZARD	AU 1966971	5-Nov-18	