

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM532484

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Petty Marketing Company, LLC		06/30/2019	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	RLPIT IP, LLC		
Street Address:	515 Stone Mill Drive		
Internal Address:	c/o Luck Family Office		
City:	Manakin-Sabot		
State/Country:	VIRGINIA		
Postal Code:	23102		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2236379	43	
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:	704-377-8105		
Email:	lbarnes@robinsonbradshaw.com		
Correspondent Name:	Lani Barnes Baxter, Robinson Bradshaw		
Address Line 1:	101 North Tryon Street, Suite 1900		
Address Line 4:	Charlotte, NORTH CAROLINA 28246		
NAME OF SUBMITTER:	Lani Barnes Baxter		
SIGNATURE:	/Lani Barnes Baxter/		
DATE SIGNED:	07/18/2019		
Total Attachments: 2			
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Exhibit B-1
Trademark Assignment

This Trademark Assignment ("Assignment") by and among Petty Marketing Company, LLC, a North Carolina limited liability company ("Assignor"), and RLPIT IP, LLC, a North Carolina limited liability company ("Assignee");

WHEREAS, Assignor is the holder of the trademark and trademark registration set forth on the attached Schedule A, as well as all of the goodwill of the business symbolized thereby and associated therewith (the "Trademark");

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement ("Purchase Agreement"), dated as of the date hereof, pursuant to which Assignor has agreed to sell and assign to Assignee certain intellectual property assets of Assignor, including the Trademark; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest in and to the Trademark, whether statutory or at common law, together with the goodwill of the business symbolized by the Trademark, and any royalties, fees, income, payments and other proceeds now or hereafter due or payable to Assignor with respect to the foregoing; along with the Assignor's right to sue and recover for, and its right to profits, penalties, damages or other payments due or accrued arising out of or in connection with, any and all past, present and future infringements or dilution of or damage or injury to the Trademark or such represented goodwill.

Assignor agrees to execute and deliver at the request of Assignee, all papers, instruments and assignments, and to perform other reasonable acts the Assignee may require in order to vest all Assignor's right, title and interest in and to the Trademark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of such Assignor.


Nothing contained herein is intended to amend, modify or in any way expand, limit or affect the rights, duties and obligations of such parties under the Purchase Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Trademark Assignment as of the 30th day of June, 2019.

PETTY MARKETING COMPANY, LLC

By: Jonathan Holmes
58665E30E8240JAG
Jonathan Holmes, duly authorized

Schedule A
Trademarks

Trademark	Owner	Reg. No.	Reg. Date	Goods/Services
	Petty Marketing Company, LLC	2236379	April 6, 1999	<p>IC 014: clocks, watches, jewelry, namely, rings, earrings and necklaces.</p> <p>IC 016: trading cards, non-magnetically encoded prepaid telephone calling cards, calenders, books having stock car racing themes, credit cards, pens, markers, bumper stickers, self adhesive decals, static adhered decals, paperweights, notepads, stationery mounted and unmounted photographs, paper photographic banners, posters, and lithographs.</p> <p>IC 020: figurines of plastic, non-metal keychains, plaques, non-refrigerated display cases, furniture, and non-metal license plates.</p> <p>IC 021: drinking glasses, steins and mugs, portable coolers, portable beverage coolers.</p> <p>IC 024: cloth flags, cloth pennants</p> <p>IC 025: socks, T-shirts, hats visors, neckties, jackets, sweatshirts, polo shirts, clothing belts, and decorative cloth patches for clothing.</p> <p>IC 028: toys, namely, miniature friction motor cars, miniature plastic cars, miniature helmet replicas, model car kits, die cast miniature cars, die cast miniature trucks, electric train sets, golf putters, beach balls, and Christmas tree ornaments not for confectionery or illuminative purposes.</p>