

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM540019

<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>
LIQUID ASSET PARTNERS LLC		08/01/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LIQUID PERFORMANCE LLC		
<b>Street Address:</b>	4060 29TH STREET SE		
<b>City:</b>	Grand Rapids		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	49512		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4306512	FIERCELY INDEPENDENT	
<b>Registration Number:</b>	4306412		
<b>Registration Number:</b>	4306413	EBR	
<b>Registration Number:</b>	4306411	EBR	
<b>Registration Number:</b>	4404452	EBR	
<b>Registration Number:</b>	4404453		
<b>Registration Number:</b>	4489160	FIERCELY INDEPENDENT	
<b>Registration Number:</b>	4603121	ET-V2	
<b>Registration Number:</b>	5154755	ERIK BUELL RACING	
<b>Serial Number:</b>	88262859	BUELL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125865095		
<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>	2125865800		
<b>Email:</b>	RBOGHOSIAN@CTSWLAW.COM		
<b>Correspondent Name:</b>	Robert A. Boghosian		
<b>Address Line 1:</b>	420 LEXINGTON AVENUE		
<b>Address Line 2:</b>	SUITE 2400		

OP \$265.00 4306512

<b>Address Line 4:</b>	New York, NEW YORK 10170
<b>NAME OF SUBMITTER:</b>	Robert Boghosian
<b>SIGNATURE:</b>	/Robert Boghosian/
<b>DATE SIGNED:</b>	09/09/2019
<b>Total Attachments: 3</b> source=00399219#page1.tif source=00399219#page2.tif source=00399219#page3.tif	

## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT**, dated as of August <sup>31</sup> 2019 (this "Assignment"), is made by LIQUID ASSET PARTNERS LLC, a Delaware limited liability company ("Assignor") in favor of LIQUID PERFORMANCE LLC, a Delaware limited liability company ("Assignee").

### RECITALS

**WHEREAS**, Assignor is the owner of all right, title, and interest in and to the trademarks listed on Schedule A attached hereto and the applications and registrations therefor (collectively, the "Marks"); and

**WHEREAS**, Assignor and Assignee have executed and delivered a Bill of Sale and Assignment (the "Bill of Sale") whereby Assignor transferred the Assets (as defined in the Bill of Sale to Assignee); and

**WHEREAS**, the Marks constitute some or all of the items included in the Assets (as defined in the Bill of Sale); and

**WHEREAS**, Assignor transfers the Marks to Assignee in accordance with the Bill of Sale and this Assignment.

**NOW, THEREFORE**, for good and valuable consideration acknowledged by Assignor, Assignor hereby agrees as follows:

1. Assignor hereby conveys, transfers, assigns, and delivers unto Assignee, absolutely and forever, Assignor's entire right, title, and interest in in and to the Marks, whether statutory or at common law, including, without limitation, any extensions and renewals thereof, together with any and all goodwill symbolized by, or otherwise resulting from, such Marks, with the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors and assigns, including the right to sue for and receive all damages accruing from past infringement of the Marks, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment not been made.

2. This Assignment shall be binding on, and shall inure to the benefit of, Assignor, Assignee, and their respective successors and/or assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representatives effective as of the 17 day of August 2019.

**LIQUID ASSET PARTNERS LLC**

  
\_\_\_\_\_  
William Theodore Melvin III, Manager




THE UNDERSIGNED HEREBY ACCEPTS THE FOREGOING ASSIGNMENT:

**LIQUID PERFORMANCE LLC**

  
\_\_\_\_\_  
William Theodore Melvin III, Manager

[SIGNATURE PAGE – TRADEMARK ASSIGNMENT]

SCHEDULE A

Owner	Trademark	Serial Number / Registration Number	Registration Date
Liquid Asset Partners LLC	"Fiercely Independent"	85533110 / 4306512	Mar. 19, 2013
Liquid Asset Partners LLC	Design mark: winged horse 	85508731 / 4306412	Mar. 19, 2013
Liquid Asset Partners LLC	"EBR" with winged horse design 	85508744 / 4306413	Mar. 19, 2013
Liquid Asset Partners LLC	"EBR"	85508622 / 4306411	Mar. 19, 2013
Liquid Asset Partners LLC	"EBR"	85661433 / 4404452	Sep. 17, 2013
Liquid Asset Partners LLC	Design mark: winged horse 	85661501 / 4404453	Sep. 17, 2013
Liquid Asset Partners LLC	"Fiercely Independent"	85683890 / 4489160	Feb. 25, 2014
Liquid Asset Partners LLC	"ET-V2"	86090455 / 4603121	Sep. 09, 2014
Liquid Asset Partners LLC	"Erik Buell Racing"	87083755 / 5154755	Mar. 07, 2017
Liquid Asset Partners LLC	"Buell"	88262859 / N/A	N/A

{00198583.DOCX; 1}