

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543199

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PJH Brands		09/09/2019	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	API Automotive Products International, Inc.		
Street Address:	854 Lowcountry Boulevard, Suite 101		
City:	Mount Pleasant		
State/Country:	SOUTH CAROLINA		
Postal Code:	29464		
Entity Type:	Corporation: WYOMING		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1090644	PJ1	
Registration Number:	5666023	PJ1	
Registration Number:	2573150	RENEW & PROTECT	
Registration Number:	2402212	SILVERFIRE	
Registration Number:	1194601	GOLDFIRE	
CORRESPONDENCE DATA			
Fax Number:	3103944477		
<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:	310-979-9190		
Email:	tmk@cislo.com		
Correspondent Name:	Daniel M. Cislo, Esq.		
Address Line 1:	12100 Wilshire Boulevard, Suite 1700		
Address Line 4:	Los Angeles, CALIFORNIA 90025-7103		
NAME OF SUBMITTER:	Daniel M. Cislo		
SIGNATURE:	/DanielMCislo/		
DATE SIGNED:	09/30/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT and LICENSE AGREEMENT

This TRADEMARK ASSIGNMENT and LICENSE AGREEMENT ("Trademark Assignment"), dated as of September 10, 2019, is made by and between PJH BRANDS, a Nevada corporation dba PJH BRANDS, INC. (together with its successors and assigns, "Seller"), and API AUTOMOTIVE PRODUCTS INTERNATIONAL, INC., a Wyoming corporation, ("Buyer"), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer and Seller dated as of September 9, 2019 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and 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;

NOW THEREFORE, Seller agrees as follows:

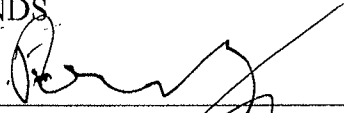
1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:
 - (a) the trademark registrations and trademark applications set forth on Schedule 1 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. License for Racing Purposes. Buyer has and retains the right to use the Assigned Trademarks in connection with the operation of the business purchased by Buyer from Seller. Notwithstanding the Assignment set forth above, Buyer hereby grants an exclusive license to Seller to use the Assigned Trademarks from the date of this Trademark Assignment until such time as Seller sells or terminates its existing business of motorized

racing activities and products (the "License Term"), solely for the purposes of promoting, sponsoring, or advertising motorized racing activities, including but not limited to sponsoring events, teams, vehicles of any kind, and/or drivers/riders of such vehicles. During the License Term, Buyer shall not use, nor permit, authorize, or, license any other entity to use, the Assigned Trademarks in any manner associated with motorized racing activities.

3. 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. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.
4. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase 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 Asset Purchase 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
5. 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.
6. 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.
7. 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 Arizona, without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction).

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


PJH BRANDS

By: 
Name: PJ Harvey, President

Address for Notices:
9697 East Bajada Road
Scottsdale, Arizona 85262

AGREED TO AND ACCEPTED:

API AUTOMOTIVE PRODUCTS INTERNATIONAL,
INC.

By: 
Name:

Title:

Address for Notices:
854 Lowcountry Boulevard, Suite 101
Mount Pleasant, South Carolina 29464
Attn: Troy Porcelli, Vice President of Operations

**SCHEDULE 1
ASSIGNED TRADEMARKS**

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
PJ1	United States	1,090,644	May 9, 1978
PJ1 Logo	United States	5,666,023	January 29, 2019
RENEW & PROTECT	United States	2,573,150	May 28, 2002
SILVERFIRE	United States	2,402,212	November 7, 2000
GOLDFIRE	United States	1,194,601	May 4, 1982
PJ1	Argentina (Cls. 2)	2322554	October 13, 2009
PJ1	European Union	12 288 536	March 19, 2014
PJ1 (stylized)	Japan	4686882	June 27, 2003
PJ1	New Zealand	765878	October 11, 2007