# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM551900

SUBMISSION TYPE:	NEW ASSIGNMENT
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**NATURE OF CONVEYANCE:** ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Dinan Corp.		11/01/2019	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Powerteq LLC
Street Address:	1080 South Depot Drive
City:	Ogden
State/Country:	UTAH
Postal Code:	84404
Entity Type:	Limited Liability Company: DELAWARE

### **PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Serial Number:	88369900	D DINAN
Serial Number:	88369893	D DINAN SHOCKWARE
Registration Number:	5884325	D DINANTRONICS PERFORMANCE TUNER
Serial Number:	88369899	SHOCKWARE
Registration Number:	4699472	DINANTRONICS
Registration Number:	4462447	PERFORMANCE WITHOUT SACRIFICE
Registration Number:	3728042	D
Registration Number:	3676341	DINAN
Registration Number:	2225213	D DINAN

#### CORRESPONDENCE DATA

Fax Number: 6173417701

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: 6179518000

Email: jennifer.kagan@morganlewis.com

Jennifer Kagan, Paralegal Correspondent Name:

Address Line 1: One Federal Street

Address Line 2: Morgan, Lewis & Bockius LLP Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 111845-0006

TRADEMARK

REEL: 006808 FRAME: 0784 900525723

NAME OF SUBMITTER:	Jennifer Kagan, Paralegal	
SIGNATURE:	/jenniferkagan/	
DATE SIGNED:	12/04/2019	
Total Attachments: 4		
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## CONFIRMATORY TRADEMARK ASSIGNMENT

This CONFIRMATORY TRADEMARK ASSIGNMENT ("Assignment"), effective as of November 1, 2019, is by and between Dinan Corp., a Delaware corporation having a principal place of business at 4800 US Hwy 280 West Opelika, Alabama 36801 ("Assignor"), on the one hand, and Powerteq LLC, a Delaware limited liability company, having a principal place of business at 1080 South Depot Drive Ogden, Utah 84404 ("Assignee"), on the other hand.

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

WHEREAS, Assignor and Assignee previously executed that certain Instrument of Transfer and Assignment and Assumption Agreement ("Instrument of Transfer"), with an effective date of November 1, 2019, whereby Assignor conveyed to Assignee, *inter alia*, all of Assignor's intangible personal property, which includes, without limitation, the Marks;

WHEREAS, Assignor and Assignee agreed to execute such further instruments and agreements and to take such further actions as are necessary or desirable, to effect the objectives and intentions of the Instrument of Transfer;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all of its rights, title and interest in and to the Marks, including all common law rights in the Marks, the federal trademark applications and registrations for the Marks, and all goodwill associated with the Marks. This Assignment includes the right to sue for and to recover damages for past, present and future infringements in any court and/or to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition or other proceeding based on or in connection with the Marks. This Assignment also includes the right of Assignee to record this Assignment with the United States Patent and Trademark Office, U.S. state, and any foreign trademark office. The right, title and interest in the Marks is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

Assignor, upon the reasonable request of Assignee (and at the reasonable expense of the Assignee), shall execute and deliver such further documents and take such further actions, as are consistent with the terms and conditions and purposes and intent of this Assignment and are reasonably deemed by Assignee to be necessary or appropriate to implement the terms of this Assignment and the purposes and intent hereof, including without limitation, execution by Assignor of further written assignments or consents which may be required by the United States Patent and Trademark Office, U.S. state, and any foreign trademark office to record this assignment of the Marks.

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TRADEMARK REEL: 006808 FRAME: 0786 Assignor hereby executes this document on the date indicated below.

Dated: December <u>3</u> , 2019	DINAN CORP.  By: Lease Weckenly  Name: SHANE WELLENLY  Title: VP OF STRATEGIC BIOND MG.
STATE OF Kentucky COUNTY OF Warren	
this instrument, who acknowledged t	SUBSCRIBED AND SWORN to before me on this 3 <sup>rd</sup> red 5 Vane Weeker 14 , the person who signed hat he/she is the VP 5 tratege Brand March of Dinan Corp., e signed such instrument as a free act on behalf of Dinan
	My Commission Expires: 10/04/20
	SCHOOL SC

Assignee hereby accepts this Trademark Assignment on the date indicated below.

Dated: December 3. 2019

POWERTEQ LLC

By:

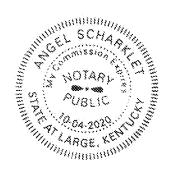
Name:

Title: Country OF | Country OF | SUBSCRIBED AND SWORN to before me on this 313

day of December . 2019, appeared David J. Clement , the person who signed this instrument, who acknowledged that he/she is the General Country of Powerteq LLC, and that being duly authorized he/she signed such instrument as a free act on behalf of

Notary Public

My Commission Expires: 10/04/20



Powerteg LLC.

# **SCHEDULE A**

Trademark	Country	Application No.	Registration No.
D DINAN (stacked logo)	China	37433020	
D DINAN (stacked logo)	China	37433019	
D DINAN (stacked logo)	China	37433018	
D DINAN SHOCKWARE	China	37432858	
(stylized)			
D DINAN Stylized	China	37433023	
D DINAN Stylized	China	37433022	
D DINAN Stylized	China	37433021	
D Logo	China	37432854	
D Logo	China	37432853	
D Logo	China	37433024	
DINAN	China	37432857	
DINANTRONICS	China	37432856	
PERFORMANCE TUNER			
(and Design)			
SHOCKWARE	China	37432855	
D DINAN (stylized)	European Union	018047348	018047348
D DINAN (stylized)	European Union	018047351	018047351
D DINAN SHOCKWARE	European Union	018047342	018047342
(stylized)	•		
D DINANTRONICS	European Union	018047352	018047352
PERFORMANCE TUNER	•		
(stylized)			
SHOCKWARE	European Union	018047343	018047343
D DINAN (stylized)	United States	88369900	
D DINAN SHOCKWARE	United States	88369893	
(stylized)			
D DINANTRONICS	United States	88369872	5884325
PERFORMANCE TUNER			
(stylized)			
SHOCKWARE	United States	88369899	
DINANTRONICS	United States	86351154	4699472
DINAN	China	13396144	13396144
DINAN	China	13396143	13396143
DINAN	China	13396142	13396142
DINAN D	China	13396141	13396141
D LOGO	European Union	012170833	012170833
DINAN	European Union	012170817	012170817
PERFORMANCE WITHOUT	United States	85942014	4462447
SACRIFICE			
D (LOGO)	United States	77743963	3728042
DINAN	United States	77675075	3676341
D DINAN Logo	Canada	1181447	TMA628233
D DINAN LOGO	United States	75316629	2225213

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**RECORDED: 12/04/2019** 

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