

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556256

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tire Mart, Inc.		10/25/2019	Corporation: MISSOURI
Tire Mart Holdings, Inc.		10/25/2019	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	Pit Bull Xtreme RC Company, LLC		
Street Address:	1134 Nooning Tree Drive		
City:	Chesterfield		
State/Country:	MISSOURI		
Postal Code:	63017		
Entity Type:	Limited Liability Company: MISSOURI		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3544554	ROCK BEAST	
Registration Number:	3775304	XOR	
Registration Number:	3967490	PIT BULL XTREME RC COMPANY	
Registration Number:	4367613	PIT BULL	
Registration Number:	4367612	PIT BULL	
Registration Number:	5018191	PBX	
Registration Number:	4636594	PIT BULL	
Registration Number:	4882517	PBX	
Registration Number:	4837951	PIT BULL	
Registration Number:	5137131	PIT BULL RC	
Serial Number:	88057989	FRIXION	
CORRESPONDENCE DATA			
Fax Number:	9134510875		
<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:	9134515100		
Email:	internalip@lathropgpm.com		
Correspondent Name:	Anna Quinn		
Address Line 1:	10851 Mastin Blvd.		
TRADEMARK			

CH \$290.00 3544554

Address Line 2: Building 82, Suite 1000
Address Line 4: Overland Park, KANSAS 66210-1669

NAME OF SUBMITTER: Anna Quinn

SIGNATURE: /Anna Quinn/

DATE SIGNED: 01/07/2020

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT

This Agreement is entered into by and among Tire Mart, Inc. and Tire Mart Holdings, Inc., each a Missouri corporation having an address of 1815 Locus Street, St. Louis, Missouri 63103 (collectively "Tire Mart"), and Pit Bull Xtreme RC Company, LLC, a Missouri limited liability company having an address of 1134 Nooning Tree Drive, Chesterfield, Missouri 63017 ("Pit Bull") (collectively the "Parties", and respectively a "Party").

WHEREAS, Tire Mart owns all right, title, and interest in and to the Trademarks set forth in Exhibit A.

WHEREAS, Tire Mart owns all right, title, and interest in and to the Copyrights set forth in Exhibit B.

WHEREAS, being a successor business to Tire Mart, Pit Bull desires to acquire from Tire Mart, and Tire Mart wishes to transfer to Pit Bull, all right, title, and interest in and to the Trademarks and Copyrights.

NOW THEREFORE, for valid and sufficient consideration, the sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, represent and agree as set forth below. No other promises have been made to secure the signatures of the Parties to this Assignment.

1. Tire Mart hereby assigned to Pit Bull all right, title, and interest in and to the Trademarks listed in Exhibit A together with the goodwill of the business symbolized by the Trademarks, the corresponding U.S. and foreign trademark registrations for the Trademarks, and any other applications or registrations for the Trademarks, and any renewals thereof, and all common law rights associated with the Trademarks; the right to sue or otherwise recover for any and all past, present, and future infringement or dilution of the Trademarks; all income, royalties, damages, and other payments now and hereafter due and payable with respect to the Trademarks; and all other rights, whereby statutory or common law, corresponding thereto and all other rights of any kind whatsoever accruing thereunder.
2. Tire mart hereby assigns to Pit Bull all right, title, and interest in and to the Copyrights, including all copyright registrations, listed in Exhibit C, together with all rights to: (a) reproduce the Copyrights; (b) create derivate works of the Copyrights and otherwise modify the Copyrights in any manner whatsoever; (c) distribute copies of the Copyrights by rental, lease, lending, sale, or other transfer of ownership; (d) apply for future registrations in the U.S. and worldwide of the Copyrights; (e) all claims for damages by reason of past infringement of the Copyrights; and (f) the rights to sue and collect for any past, present, and future infringement of the Copyrights.
3. This assignment is irrevocable, exclusive, worldwide, perpetual, transferable, fully paid, and royalty free. Tire Mart agrees to cooperate with Pit Bull in connection with obtaining legal protection or other rights relating to the Trademarks, including the execution of all applications, letters, declarations, affidavits, consents, waivers, and other matters necessary to secure such protection, if any. Tire Mart further agrees to execute all documents, papers, forms, and authorizations to take any and all other actions that may be necessary for securing, completing, or vesting in Pit Bull full right, title, and interest in and to the Trademarks.

4. Tire Mart hereby requests that the United States Commissioner of Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Pit Bull as the sole owner of the Trademarks. Tire Mart hereby requests that the Register of Copyrights, and the corresponding entities or agencies in any applicable foreign countries, to record Pit Bull as the sole owner of the Trademarks.
5. This Assignment does not create any agency, employment, or partnership relationship between the Parties.
6. This Assignment is an integrated agreement that contains the entire understanding between the Parties regarding the matters addressed herein and may not be amended, extended or otherwise modified except by written agreement of all the Parties. This Assignment shall prevail over all prior communications between and among the Parties or their representatives regarding the matters addressed herein.
7. Should any provision of this Assignment be determined to be void, unenforceable, or against public policy, such provision may be altered in time or scope in order to give effect to such provision. If such alteration is not possible, such provision shall be deemed severed from this Assignment and the balance of this Assignment shall remain in full force and effect, so long as the original intent of this Assignment remains substantially intact.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date set forth below.

TIRE MART, INC.

[Signature]
Mike Green, President

10/26/19
Date

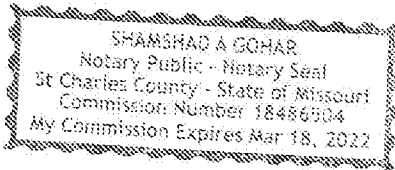
STATE OF Missouri)
) ss
COUNTY OF St. Louis)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that Michael L. Green, personally known to me to be the president of November 2019, a president, whose name and address is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the act of said signature for the uses and purposes therein set forth.

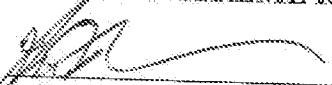
Given under my hand and Notarial Seal this 20th day of November, 2019

[Signature]
Notary Public

My Commission Expires:



PIT BULL XTREME RC COMPANY, LLC



 Mike Green, Manager

10/25/15

 Date

STATE OF _____)
) ss
 COUNTY OF _____)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of _____, a _____, whose name and address is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the act of said _____ for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, _____



 Notary Public

My Commission Expires:

EXHIBIT A

Matter No	Title/Mark	Country	Application No	Application Date	Registration No	Registration Date
480792	ROCK BEAST	United States	77/258,422	08/17/2007	3,544,554	12/09/2008
480812	XOR	United States	77/382,470	01/28/2008	3,775,304	04/13/2010
500777	PIT BULL XTREME RC COMPANY	United States	77/963,638	03/19/2010	3,967,490	05/24/2011
500778	PBXRC	United States	77/963,649	03/19/2010	3,967,491	05/24/2011
533035	PBXRC	United States	85/771,944	11/05/2012	4,387,090	08/20/2013
533037	PBXRC (Designation of IB)	Community Trademark (European Union)	1148488	12/12/2012	1148488	01/02/2014
533038	PBXRC (Designation of IB)	Australia	1148488	12/12/2012	1542160	06/20/2013
533039	PBXRC	Canada	1,606,409	12/12/2012	TMA918,943	10/30/2015
533040	PIT BULL	United States	85/771,929	11/05/2012	4,367,613	07/16/2013
533041	PIT BULL (Designation of IB)	Australia	1148490 / 1542162	12/12/2012	1148490	07/25/2014
533042	PIT BULL	Canada	1,606,407	12/12/2012	TMA918,949	10/30/2015
533043	PIT BULL (Designation of IB)	Community Trademark (European Union)	1148490	12/12/2012	1148490	01/02/2014
533065	PIT BULL	International	1148491	12/12/2012	1148491	02/21/2013
533067	PIT BULL	International	1148490	12/12/2012	1148490	02/21/2013
533068	PBXRC	International	1148488	12/12/2012	1148488	02/21/2013
533069	PBX	International	1148489	12/12/2012	1148489	02/21/2013
533070	PIT BULL	United States	85/771,920	11/05/2012	4,367,612	07/16/2013
533071	PIT BULL (Designation of IB)	Australia	1148491 / 1542163	12/12/2012	1148491	06/27/2014
533072	PIT BULL	Canada	1,606,406	12/12/2012	TMA918,945	10/30/2015
533073	PIT BULL (Designation of IB)	Community Trademark (European Union)	1148491	12/12/2012	1148491	01/02/2014
533074	PBX	United States	85/773,582	11/07/2012	5,018,191	08/09/2016
533075	PBX	Canada	1,606,413	12/12/2012	TMA918,942	10/30/2015
533076	PBX (IB designation)	Community Trademark (European Union)	1148489	12/12/2012	1148489	01/02/2014
533077	PBX (IB designation)	Australia	1148489	12/12/2012	1542161	06/20/2013
556678	PIT BULL	United States	86/232,617	03/26/2014	4,636,594	11/11/2014
560764	PBX (IC004)	United States	86/369,578	08/18/2014	4,882,517	01/05/2016
560766	PIT BULL (IC 004)	United States	86/369,629	08/18/2014	4,837,951	10/20/2015
581694	PIT BULL RC	United States	87/080,768	06/22/2016	5,137,131	02/07/2017
581897	PIT BULL RC	International	1308403	06/27/2016	1308403	06/27/2016
581913	PIT BULL RC	Community Trademark (European Union)	1308403	06/27/2016	1308403	02/22/2017
603943	FRIXION	United States	88/057,989	07/30/2018		

EXHIBIT B

Matter No	Title/Mark	Country	Application No	Application Date	Registration No	Registration Date
581738	Copyright - Pit Bull RC logo 	United States	1-3464626801	06/03/2016	VA 2-018-911	06/03/2016
581741	Copyright - Pit Bull RC (and design) 	Great Britain	284704794	06/03/2016	284704794	06/03/2016