

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575419

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harper Cycle Works, LLC		02/28/2020	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	Nivel Parts & Manufacturing Co., LLC		
Street Address:	3510 PORT JACKSONVILLE PARKWAY		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32226		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5035584	SIDE BY SIDE STUFF .COM	
Registration Number:	4848257	SIDEBYSIDESTUFF.COM	
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:	3172361313		
Email:	sharrell@btlaw.com		
Correspondent Name:	Sarah P. Harrell		
Address Line 1:	11 S. Meridian Street		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	39852-320784		
NAME OF SUBMITTER:	Sarah P. Harrell		
SIGNATURE:	/sharrell/		
DATE SIGNED:	05/08/2020		
Total Attachments: 12			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT dated as of February 28, 2020 is made by and among Harper Cycle Works, LLC d/b/a Side by Side Stuff, a Missouri limited liability company and Octane Ridge, LLC, a Missouri limited liability company (collectively, "Assignor") and Nivel Parts & Manufacturing Co., LLC, a Delaware limited liability company, or a designated affiliate thereof, (the "Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of the date hereof, by and among the Assignee and the Assignor, and the shareholder of the Assignor, Assignor has agreed to assign to Assignee or its designee the Intellectual Property, including, to the extent assignable, all permits, licenses, franchises, authorizations and other intangible rights of Assignor relating to the Intellectual Property (terms not defined herein shall have the meanings assigned to them in the Purchase Agreement);

WHEREAS, the Intellectual Property includes (i) the trademark registrations and applications listed on Schedule 1 attached hereto for the goods and/or services identified therein (the "Marks"); (ii) the issued patents and patent applications listed on Schedule 2 attached hereto (the "Patents"); (iii) the copyright registrations listed on Schedule 3 attached hereto (the "Copyrights"); and (iv) the domain names, websites, URLs (Uniform Resource Locaters), URIs (Uniform Resource Indicators), and URNs (Uniform Resource Names) listed on Schedule 4 attached hereto; and

WHEREAS, pursuant to the Purchase Agreement, Assignee desires to acquire the Intellectual Property, including the Marks, the Patents, the Copyrights, the domain names, websites, URLs, URIs, URNs and any and all goodwill associated with the foregoing.

NOW, THEREFORE, Assignor, for and in consideration of the Purchase Price, and other good and valuable consideration as set forth in the Purchase Agreement, hereby grants, bargains, sells, assigns, alienates, remises, releases, conveys, transfers, sets over, confirms and delivers unto Assignee, its successors and assigns, forever, free and clear of all Encumbrances, all of Assignor's right, title, benefit and interest in and to the Intellectual Property, including without limitation all of Assignor's right, title, and interest in and to each of the Marks, the Patents, the Copyrights, the domain names, websites, URLs, URIs and URNs, along with the following:

- (a) the goodwill of the business symbolized by and associated with the Intellectual Property;
- (b) that portion of Assignor's business in connection with which it has a bona fide intent to use the Marks that were filed on an intent-to-use basis and for which an Amendment to Allege Use or a Statement of Use has not yet been filed and accepted by the relevant Trademark Office or other governing authority; and
- (c) all rights to proceeds of the Intellectual Property, including, without limitation, any claim by Assignor against third parties for past, present, or future infringement of the Intellectual Property.

FURTHERMORE, the Assignor, for and in consideration of the Purchase Price, and other good and valuable consideration as set forth in the Purchase Agreement, hereby grants, bargains, sells, assigns, alienates, remises, releases, conveys, transfers, sets over, confirms and delivers unto Assignee, its successors and assigns, forever, free and clear of all Encumbrances, all of the Assignor's right, title, benefit and interest in and to the Intellectual Property.

1. Assignor covenants and agrees that, at any time and from time to time, it will, upon the request of the Assignee or any designee thereof, do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, instruments, transfers, powers of attorney or assurances as may be required for the better assigning, transferring, granting, conveying, assuring and confirming to the Assignee or its designee, or for aiding and assisting in the collection of or reducing to possession by the Assignee or its designee of, any of the Intellectual Property, as applicable.

2. Assignor covenants with the Assignee and its designee that it will warrant and defend the Intellectual Property against all and every person or persons whomsoever lawfully claiming title to the said Intellectual Property or any part thereof.

3. The provisions hereof shall inure to the benefit of and be binding upon the successors, assigns and legal representatives of the Assignor, the Assignee and its designee.

4. This Intellectual Property Assignment may be executed by facsimile or in one or more counterparts, each of which will be deemed to be an original copy of this Intellectual Property Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

5. This Intellectual Property Assignment is delivered pursuant to the Purchase Agreement, and the provisions of this Intellectual Property Assignment and the transfer of the property hereunder are made subject to the terms and provisions of the Purchase Agreement.

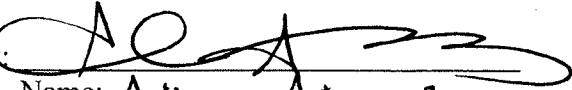
6. This Intellectual Property Assignment may not be amended, supplemented or otherwise modified except in a written document executed by the party against whose interest the modification will operate.

7. This Intellectual Property Assignment shall be governed and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be performed entirely within such State.

IN WITNESS WHEREOF, the parties hereto have duly executed this Intellectual Property Assignment as of the date first above written.

ASSIGNEE:

Nivel Parts & Manufacturing Co., LLC

By: 
Name: Atina Alvarez
Title: VP of Finance, Admin

ASSIGNOR:

Harper Cycle Works, LLC

By: _____
Name: Scott Harper
Title:

Octane Ridge, LLC

By: _____
Name: Scott Harper
Title:

DMS 16547011.1
Intellectual Property Assignment

ASSIGNEE:

Nivel Parts & Manufacturing Co., LLC

By: _____
Name:
Title:

ASSIGNOR:

Harper Cycle Works, LLC

By: Scott Harper
Name: Scott Harper
Title: *Managing Member*

Octane Ridge, LLC

By: Scott Harper
Name: Scott Harper
Title: *Managing Member*

DMS 1654701.1
Intellectual Property Assignment

SCHEDULE 1

TRADEMARKS

LOGO TRADEMARK

Logo Trademark Certification of Registration:
<https://thedvsgroup.sharefile.com/d-s921ba42aa5041d3a>

Logo Trademark Renewal Letter:
<https://thedvsgroup.sharefile.com/d-s6cb6fa020684c4db>

NAME TRADEMARK

sidebysidestuff.com Name Trademark:
<https://thedvsgroup.sharefile.com/d-sf9f4ad4f8834b709>

SCHEDULE 2

PATENTS

None

SCHEDULE 3

COPYRIGHTS

None

Schedule 3-1

TRADEMARK
REEL: 006933 FRAME: 0428

SCHEDULE 4

DOMAIN NAMES, WEBSITES, URLs, URIs, URNs

List of Domains:

<https://thedvsgroup.sharefile.com/d-s2f9ecfcf7f244f08>

United States of America

United States Patent and Trademark Office

**SIDE SIDE
STUFF
.COM**

Reg. No. 5,035,584

Harper Cycle Works, LLC (MISSOURI LIMITED LIABILITY COMPANY)
16835 Northwest State Route 18
Drexel, MO 64742

Registered Sep. 06, 2016

Int. Cl.: 35

CLASS 35: Online retail store services featuring parts and equipment for offroad utility vehicles and all-terrain vehicles

Service Mark

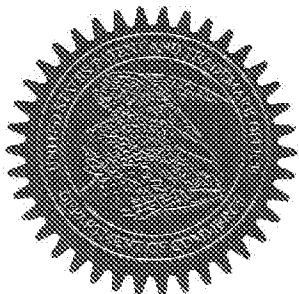
FIRST USE 7-00-2015; IN COMMERCE 7-00-2015

Principal Register

OWNER OF U.S. REG. NO. 4848258

No claim is made to the exclusive right to use the following apart from the mark as shown:
".COM"

SER. NO. 86-882,662, FILED 01-21-2016
REBECCA JOY POVARCHUK, EXAMINING ATTORNEY



Michelle K. Lee

Director of the United States
Patent and Trademark Office

PATENT & TRADEMARK OFFICE

101 Hudson Street
 Suite 2100
 Jersey City, NJ 07302

REMINDER

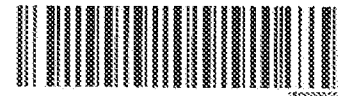
Tel: 212 796 6899
 Fax: 646 786 3245

Correspondence address:

Harper Cycle Works, LLC
 16835 Northwest State Route 18
 Drexel, MO 64742

PTO 5

Declaration of Use and/or Excusable Nonuse and an
 Application for Renewal under 58



Your trademark is about to expire. Start renewal date: 09-06-2019

Trademark registration requires a filing between the 5th and 6th years after registration to remain valid.

Complete, sign and return this form in order to renew your trademark.

TRADEMARK NAME:	SIDE BY SIDE STUFF .COM		
REGISTRATION NUMBER:	5035584	SERIAL NUMBER:	86882662
FILING DATE:	01-21-2016	MARK DRAWING TYPE:	5
MARK TYPE:	Service Mark	REGISTRATION DATE:	09-06-2016
CLASSES:	035	NUMBER OF CLASSES:	1

• **IMPORTANT INFORMATION-PLEASE READ**

In order to renew your trademark, please sign and return this document in the enclosed prepaid envelope. Once your signed form and payment have been received and processed by us, the renewal process will start. The trademark stated on this document will be renewed for another period of 5 years. The renewal fee for the 5-year period is \$ 890.00 including one class. Each additional class is debited with a fee of \$ 295.00. By signing and returning this document you also empower Patent & Trademark Office (PTO) to conduct and perform the renewal process on your behalf. PTO is not endorsed by the U.S. government. We would like to bring to your attention that PTO is an independent renewal processing company within the intellectual property area. This is an optional offer. This document is not an invoice or a bill. You can also contact your legal representative to perform the renewal for you. In order to prevent possible loss of the signed reminder and in order to speed up the process of renewal, firstly, we strongly recommend you to send us your signed reminder by e-mail or fax. If you need more information about renewals or about processing of your trademark, please contact our service center or phone 212 796 6899 or email us: info@patenttrademarkoffice.org. Note that your exclusive trademark rights may be cancelled if they are not renewed in time.

• **GRAPHIC REPRESENTATION (if applicable)**



TOTAL: \$ 890.00

PLEASE SELECT THE PREFERABLE PAYMENT METHOD:

- Electronic invoice (via e-mail, with instructions for wire transfer)
- Check payable to Patent & Trademark Office

Date: _____/_____/_____
 E-mail: _____
 Position: _____
 Name, Last name: _____



[SIGN AND RETURN IN THE ENCLOSED ENVELOPE]

**TRADEMARK
 REEL: 006933 FRAME: 0431**

United States of America

United States Patent and Trademark Office

SIDEBYSIDESTUFF.COM

Reg. No. 4,848,257

HARPER CYCLE WORKS, LLC (MISSOURI LIMITED LIABILITY COMPANY)
16835 NORTHWEST STATE ROUTE 18
DREXEL, MO 64742

Registered Nov. 3, 2015

Int. Cl.: 35

FOR: ONLINE RETAIL STORE SERVICES FEATURING PARTS AND EQUIPMENT FOR OFFROAD UTILITY VEHICLES AND ALL-TERRAIN VEHICLES, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

SERVICE MARK

FIRST USE 2-28-2011; IN COMMERCE 2-28-2011.

SUPPLEMENTAL REGISTER

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 86-577,962, FILED P.R. 3-26-2015; AM. S.R. 9-3-2015.

JOHN KELLY, EXAMINING ATTORNEY



Michelle K. Lee

Director of the United States
Patent and Trademark Office

TRADEMARK
REEL: 006933 FRAME: 0432

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

Requirements in the First Ten Years*

What and When to File:

First Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

Second Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.*
See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.