

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM577826

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lumina Media, LLC		05/15/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	2 Wheel Parts Supply, LLC		
Street Address:	1323 E 71st Street, Suite 400		
City:	Tulsa		
State/Country:	OKLAHOMA		
Postal Code:	74136		
Entity Type:	Limited Liability Company: OKLAHOMA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2308257	MOTORCYCLE CONSUMER NEWS	
Registration Number:	3338300	MOTORCYCLE CONSUMER NEWS	
CORRESPONDENCE DATA			
Fax Number:	2485940610		
<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:	248-594-0644		
Email:	tmdocketing@fishstewip.com		
Correspondent Name:	Michelle L. Visser		
Address Line 1:	800 Tower Drive, Suite 610		
Address Line 4:	Troy, MICHIGAN 48098		
NAME OF SUBMITTER:	Michelle L. Visser		
SIGNATURE:	/Michelle L. Visser/		
DATE SIGNED:	05/24/2020		
Total Attachments: 8			
source=MOTORCYCLE CONSUMER NEWS APA#page1.tif			
source=MOTORCYCLE CONSUMER NEWS APA#page2.tif			
source=MOTORCYCLE CONSUMER NEWS APA#page3.tif			
source=MOTORCYCLE CONSUMER NEWS APA#page4.tif			

OP \$65.00 2308257

source=MOTORCYCLE CONSUMER NEWS APA#page5.tif

source=MOTORCYCLE CONSUMER NEWS APA#page6.tif

source=MOTORCYCLE CONSUMER NEWS APA#page7.tif

source=MOTORCYCLE CONSUMER NEWS APA#page8.tif

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made effective as of May 15, 2020 by LUMINA MEDIA, LLC, a Delaware limited liability company ("Seller") in favor of 2 WHEEL PARTS SUPPLY, LLC, an Oklahoma limited liability company ("Buyer").

PRELIMINARY STATEMENTS

A. Seller is the owner and publisher of the magazine series named Motorcycle Consumer News (the "Publication").

B. Buyer desires to purchase, acquire and receive selected assets of the Publication, including all content and the rights of said content as delineated later in this agreement (the "Purchased Assets").

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements hereinafter set forth, Seller and Buyer agree as follows:

AGREEMENT

1. TRANSFER AND ASSIGNMENT. Seller does hereby convey, grant, bargain, sell, transfer, assign and deliver to Buyer, its successors and assigns, effective as of the date hereof, all of Seller's right, title and interest in and to all of the Purchased Assets, free and clear of all liens, security interests and encumbrances. Seller will not convey, grant, bargain, sell, transfer, assign or deliver to Buyer, and Buyer will not purchase, and the Purchased Assets will not include, Seller's right, title and interest in any assets of Seller not described in Exhibit A or specifically excluded on Exhibit B attached hereto (collectively, the "Excluded Assets"). To further evidence assignment of the Trademarks and the Copyrights included in the Purchased Assets, Seller and Buyer have hereby executed the Assignment of Trademarks and Assignment of Copyrights the form attached to the Asset Purchase Agreement.

2. PURCHASE PRICE. The purchase price for the Purchased Assets and the obligations and covenants of Seller as set forth in this Agreement is the sum of

Price") which is hereby paid by Buyer to Seller.

3. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants to Buyer as follows:

a. Organization and Good Standing. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware; and has all necessary corporate power to carry on its business as it is currently being conducted, except where the failure of the foregoing would not reasonably be expected to have a material adverse effect.

b. Authority of Seller. The execution and delivery of this Agreement by Seller and the performance of Seller's obligations hereunder with respect to the transactions contemplated hereby have been duly and validly authorized, and this Agreement and

the instruments relating to the transactions contemplated hereby are legally binding and enforceable against Seller in accordance with their respective terms, assuming the due authorization, execution, and delivery by each other party thereto, and except as enforceability hereof may be limited By bankruptcy, insolvency or other laws affecting creditor's rights generally and limitations on the availability of equitable remedies. Such execution and delivery does not, and such performance will not, violate (a) the certificate of formation or the limited liability company agreement of Seller, (b) any applicable material law, regulation or order of any governmental authority or (c) any material agreement to which Seller is a party or by which it or the Purchased Assets are bound.

c. Title to Assets. Seller has good and marketable title to the Purchased Assets free and clear of all liens, security interests, charges, and encumbrances.

d. Litigation. To Seller's knowledge, there is no action, lawsuit, proceeding or governmental investigation pending or threatened against Seller before any court, arbitrator, administrative agency or other body of any federal, state, local or foreign government, or any basis for such actions, materially affecting or relating to the Purchased Assets that could reasonably be expected to delay or prevent the consummation of this Agreement or the transactions contemplated hereby.

e. Brokers or Finders. Seller has not retained any agent, broker, investment banker, financial advisor other firm or person that is or will be entitled to any brokers' or finder's fee or any other commission or similar fee in connection with any of the transactions contemplated by this Agreement

f. No Other Representations. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 3, SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY AND ANY SUCH OTHER PRESENTATIONS OR WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED INCLUDING ANY IMPLIED REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THE WORKMANSHIP THEREOF, AND THE ABSENCE OF DEFECTS THEREIN, WHETHER LATENT OR PATENT, IT BEING UNDERSTOOD THAT SUCH SUBJECT ASSETS ARE BEING ACQUIRED "AS IS, WHERE IS" ON THE DATE HEREOF, AND IN THEIR PRESENT CONDITION, AND BUYER SHALL RELY SOLELY ON ITS OWN EXAMINATION AND INVESTIGATION THEREOF AS WELL AS THE REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN THIS AGREEMENT AND ANY CERTIFICATE OR OTHER INSTRUMENT DELIVERED BY SELLER PURSUANT HERETO.

4. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer represents and warrants to Seller as follows:

a. Organization and Good Standing. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Oklahoma,

and has all necessary power to carry on the business that it contemplates to conduct after the date hereof.

b. Litigation. To Buyer's knowledge, there is no action, lawsuit, proceeding or governmental investigation pending or threatened against Buyer before any court, arbitrator, administrative agency or other body of any federal, state, local or foreign government, or any basis for such actions, that could reasonably be expected to delay or prevent the consummation of this Agreement or the transactions contemplated hereby.

c. Authority of Buyer. The execution and delivery of this Agreement by Buyer and Buyer's performance of its obligations hereunder with respect to the transactions contemplated hereby have been duly and validly authorized by Buyer, and this Agreement and the instruments relating to the transactions contemplated hereby are legally binding and enforceable against Buyer in accordance with their respective terms. Such execution and delivery does not, and such performance will not, violate (a) the articles of incorporation and bylaws of Buyer, (b) any applicable material law, regulation or order of any governmental authority or (c) any material agreement to which Buyer is a party or by which it or its assets are bound.

d. Brokers or Finders. Buyer has not retained any agent, broker, investment banker, financial advisor other firm or person that is or will be entitled to any brokers' or finder's fee or any other commission or similar fee in connection with any of the transactions contemplated by this Agreement.

5. FURTHER ACTIONS. From time to time after the date hereof, at a party's written request and without further consideration, the other party hereto shall deliver to the requesting party such additional instruments of transfer, conveyance, and assignment and assumption, in addition to those items otherwise delivered pursuant hereto, and such party shall take or shall cause to be taken such other action, as the requesting party, acting reasonably, may deem necessary or advisable to consummate the transactions contemplated by this Agreement, provided, however, that no such request shall cause the requested party to do anything other than to consummate the transactions contemplated by this Agreement.

6. ASSUMPTION OF LIABILITIES. No liabilities of Seller will be assumed by Buyer. Seller is retaining all, and Buyer shall not be deemed to have assumed any, of Seller's liabilities or obligations arising or alleged to arise from, in connection with or resulting from the ownership of the Purchased Assets prior to the date hereof, the operation of the Business prior to the date hereof, or any other matters.

7. INDEMNITIES.

8. GENERAL.

a. Certain Limitations. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT WILL ANY PARTY BE LIABLE TO THE OTHER PARTY FOR ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR BUSINESS OPPORTUNITIES, DIMINUTION OF VALUE, OR DAMAGES TO BUSINESS REPUTATION OR CUSTOMER RELATIONSHIPS WITH RESPECT TO THIS AGREEMENT, WHETHER SUCH DAMAGES ARISE OUT OF AN ACTION IN CONTRACT, NEGLIGENCE, TORT, OR OTHERWISE AND EVEN IF THE APPLICABLE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY THEREOF, AND EACH PARTY HEREBY RELEASES AND WAIVES ANY CLAIMS AGAINST THE OTHER PARTY REGARDING SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL SELLER'S AGREGATE LIABILITY TO BUYER OR ANY THIRD-PARTY IN CONNECTION WITH THIS AGREEMENT EXCEED THE PORTION OF THE PURCHASE PRICE ACTUALLY RECEIVED BY SELLER.

b. Governing Law; Forum. This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware without reference to the principles of conflicts of laws of such jurisdiction. Each party irrevocably and unconditionally agrees that it shall not commence any action, litigation or proceeding of any kind whatsoever against the other in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached hereto and thereto, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than the state and federal courts sitting in Delaware, and any appellate court from any jurisdiction thereof. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in such courts. Each party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

c. Amendment, Waiver, Discharge etc. This Agreement may not be ended, released, discharged, abandoned, changed or modified in any manner, except by an instrument in writing signed on behalf of each of the parties hereto by their duly authorized representatives. The failure of any party hereto to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of this Agreement or any part thereof or the right of any party thereafter to enforce each and every provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

d. Entire Agreement. Seller and Buyer agree that this Agreement, together with the Assignment of Trademarks and Assignment of Copyrights and the agreements, documents and instruments entered into and delivered in connection herewith, constitute the entire agreement between the parties.

e. Counterparts. This Agreement may be executed in several counterparts and be delivered by means of facsimile transmission or otherwise, each of which when so executed shall be deemed an original, but all of which together shall constitute one and the same instrument. If any party hereto elects to execute and deliver a counterpart signature page by means of facsimile transmission, it shall deliver an original of such counterpart to the other party hereto within three (3) business days of the date hereof, but in no event shall the failure to do so, affect in any way the validity of the facsimile signature or its delivery.

f. Successors and Assigns; No Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. No person other than the parties to this Agreement (and their respective successors and assigns) shall be deemed a third-party beneficiary of this Agreement.

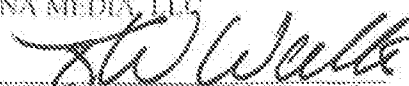
9. Closing Process.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement as of the first set forth above.

SELLER:

LUMINA MEDIA, LLC

By: 
Name: Keith Walter
Title: CEO

BUYER:

2 WHEEL PARTS SUPPLY, LLC

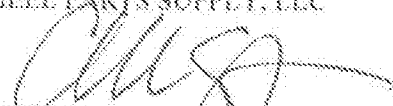
By: 
Name: Charles R. Stephenson
Title: Owner Manager

EXHIBIT A

PURCHASED ASSETS

On the terms and subject to the conditions of the Purchase Agreement, Seller shall sell, transfer, convey, assign (or cause to be assigned) and deliver to Buyer effective as of the date hereof, for the consideration provided in the Agreement, full and unencumbered title to all of the following assets of Seller owned, used or held for use in connection with the Purchased Assets, except to the extent such Assets are specifically excluded by Exhibit B:

- (i) the ownership and ongoing concern of publishing the Publication, including the goodwill of the Publication and their respective tradenames;
- (ii) all assets owned or used in connection with publishing the Publication, including, without limitation, the name "Motorcycle Consumer News" and any other names and titles of the Publication;
- (iii) all right, title and interest in U.S. trademark registration directly related to the Assets, and all of the goodwill associated therewith, including without limitation the following:
 - 63361-0193 MOTORCYCLE CONSUMER NEWS, Filed - 13 Aug 1997, Registered - 18 Jan 2000, Application 75/340,722, Registration number 2,308,257, and
 - 63361-0802 MOTORCYCLE CONSUMER NEWS, Filed - 09 Jan 2007, Registered - 20 Nov 2007, Application 77/079,354, Registration number 3,338,300;
- (iv) all right, title and interest in domain names, including without limitation the following: Motorcycleconsumernews.com, and MCNews.com
- (v) all right, title and interest in and to all copyrights, copyright registrations or applications, and written materials, creative materials such as artwork, drawings related primarily to the Publication and written materials, creative materials such as artwork, drawings, photographs, and other written or graphic work of any nature associated with the Purchased Assets described in this subsection;
- (vi) all current and past issues of the Publication held as inventory as of May 15, 2020, and the copyright and all other intellectual property rights in all current and past issues of the Publication;
- (vii) all finished and unfinished editorial content and other work in progress for future issues of the Publication, except content rights not directly owned by Seller;
- (viii) all circulation, subscriber lists, marketing and promotional materials and e-mail lists related to the Publication and currently housed at PCS; and



- (ix) all current and existing historic files lists and records of the Publication, to the extent maintained by Seller.

[Remainder of page left blank intentionally]

