

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM588980

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Driven Performance Brands, Inc.		07/08/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	B&M Racing & Performance Products Inc.		
Street Address:	100 Stony Point Road, Suite 125		
City:	Santa Rosa		
State/Country:	CALIFORNIA		
Postal Code:	95401		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5214355	DRIVEN PERFORMANCE BRANDS	
Registration Number:	0781323	H	
Registration Number:	2785750	H HURST	
Registration Number:	5198073	H HURST	
Registration Number:	3830673	H HURST SHIFTERS	
Registration Number:	5468413	HURST	
Registration Number:	6091387	HURST	
Registration Number:	5464436	H HURST	
Registration Number:	6091388	H HURST	
Registration Number:	0920146	HURST	
Serial Number:	87788489	XDR	
Serial Number:	87788474	XDR	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	6179518691		
Email:	jennifer.kagan@morganlewis.com		
Correspondent Name:	Jennifer Kagan, Paralegal		

CH \$315.00 5214355

Address Line 1: One Federal Street
Address Line 2: Morgan, Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 123938-0001

NAME OF SUBMITTER: Jennifer Kagan, Paralegal

SIGNATURE: /jenniferkagan/

DATE SIGNED: 07/27/2020

Total Attachments: 5

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CONFIRMATORY TRADEMARK ASSIGNMENT

This CONFIRMATORY TRADEMARK ASSIGNMENT (“Assignment”), effective as of July 8, 2020 (the “Effective Date”), is by and between Driven Performance Brands, Inc., a Delaware corporation having a principal place of business at 100 Stony Point Road, Suite 125 Santa Rosa, CA 95401 (“Assignor”), on the one hand, and B&M Racing & Performance Products Inc., a Delaware corporation, having a principal place of business at 100 Stony Point Road, Suite 125 Santa Rosa, CA 95401 (“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 is a wholly owned subsidiary of Assignee, and Assignee has elected to dissolve the Assignor’s entity and transfer all assets of Assignor to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee, effective as of the Effective Date, all of its rights, title and interest in and to the Marks, including all common law rights in the Marks, the 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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Assignor hereby executes this Assignment on the date indicated below.

Dated: July 8, 2020

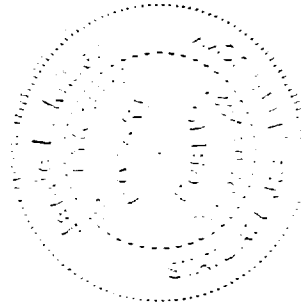
DRIVEN PERFORMANCE BRANDS, INC.

By: [Signature]
Name: David J. Clement
Title: General Counsel

STATE OF Kentucky
COUNTY OF Warren

SUBSCRIBED AND SWORN to before me on this 8th day of July, 2020, appeared David Clement, the person who signed this instrument, who acknowledged that he/she is the General Counsel of Driven Performance Brands, Inc., and that being duly authorized he/she signed such instrument as a free act on behalf of Driven Performance Brands, Inc.

Jamie L. Miller
Jamie L. Miller Notary Public
My Commission Expires: 7/8/2024



Assignee hereby accepts this Assignment on the date indicated below.

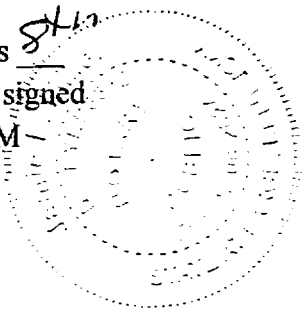
Dated: July 8 2020

B&M RACING & PERFORMANCE PRODUCTS
INC.

By: [Signature]
Name: David J. Clement
Title: General Counsel

STATE OF Kentucky
COUNTY OF Warren

SUBSCRIBED AND SWORN to before me on this 8th
day of July, 2020, appeared David Clement, the person who signed
this instrument, who acknowledged that he/she is the General Counsel of B&M
Racing & Performance Products Inc., and that being duly authorized he/she signed such
instrument as a free act on behalf of B&M Racing & Performance Products Inc.



Jamie L. Miller
Jamie L. Miller Notary Public
My Commission Expires: 7/8/2024

SCHEDULE A

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date
DRIVEN PERFORMANCE BRANDS	Australia	1610514	3/11/2014	1610514	3/11/2014
H HURST SHIFTERS (AND DESIGN)	Australia	1166190	3/15/2007	1166190	3/15/2007
XDR	Australia	1447390	8/7/2018	1447390	8/7/2018
XDR (Stylized)	Australia	1450219	8/7/2018		
DRIVEN PERFORMANCE BRANDS	Canada	1666215	3/3/2014	TMA905067	6/2/2015
H HURST & SHIFTERS & DESIGN	Canada	1147271	7/18/2002	TMA658682	2/10/2006
HURST	Canada	CA052678200	8/13/1984	TMA304939	7/19/1985
XDR	Canada	1913747	8/7/2018		
XDR Stylized	Canada	1913748	8/7/2018		
HURST	China (People's Republic)	3433319	1/13/2003	3433319	8/21/2004
DRIVEN PERFORMANCE BRANDS	European Union (Community)	012660941	3/4/2014	012660941	8/1/2014
H HURST (logo)	European Union (Community)	014489637	8/18/2015	014489637	8/31/2015
HURST (word mark)	European Union (Community)	014489629	8/18/2015	014489629	8/31/2015
XDR	Int'l Registration - Madrid Protocol Only	1447390	8/7/2018	1447390	8/7/2018
XDR (Stylized)	Int'l Registration - Madrid Protocol Only	1450219	8/7/2018	1450219	8/7/2018
DRIVEN PERFORMANCE BRANDS	Japan	201427665	4/9/2014	5810332	12/4/2015
XDR	Mexico	2184413	3/22/2019		
XDR (AND DESIGN)	Mexico	2184416	3/22/2019		
HURST	Norway	19842899	8/21/1984	124822	4/17/1986
DRIVEN PERFORMANCE BRANDS	United States of America	86086917	10/9/2013	5214355	5/30/2017
H (Word Mark)	United States of America	72193013	5/8/1964	781323	12/8/1964

H HURST	United States of America	76434755	7/29/2002	2785750	11/25/2003
H HURST (Logo)	United States of America	86889121	1/27/2016	5198073	5/9/2017
H HURST SHIFTERS (and Design)	United States of America	77809343	8/20/2009	3830673	8/10/2010
HURST	United States of America	87632249	10/3/2017	5468413	5/15/2018
HURST	United States of America	87632222	10/3/2017	6091387	6/30/2020
HURST (and Design)	United States of America	87632248	10/3/2017	5464436	5/8/2018
HURST (Design)	United States of America	87632236	10/3/2017	6091388	6/30/2020
HURST (word mark)	United States of America	72354185	3/16/1970	920146	9/14/1971
XDR	United States of America	87788489	2/7/2018		
XDR (Stylized)	United States of America	87788474	2/7/2018		