

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM598392

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Robert Dixon		09/09/2020	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Pilot Inc.		
Street Address:	13000 Temple Avenue		
City:	City of Industry		
State/Country:	CALIFORNIA		
Postal Code:	91746		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5866788	BULLY	
Serial Number:	88477242	U	
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:	7204414217		
Email:	Nina@apb-law.com		
Correspondent Name:	Nina Brewer		
Address Line 1:	2701 Lawrence Street		
Address Line 4:	Denver, COLORADO 80205		
NAME OF SUBMITTER:	Nina Brewer		
SIGNATURE:	/Nina Brewer/		
DATE SIGNED:	09/18/2020		
Total Attachments: 6			
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OP \$65.00 5866788

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement"), dated as of September 8, 2020 ("Effective Date"), is made and entered into by and among Robert Dixon, an individual residing at 29 Constellation Court, Newport, Australia and his associated USA companies ("hereinafter Assignor"), Pilot Inc., a California corporation with its principal place of business at 13000 Temple Ave, City of Industry, California 91746 ("hereinafter Assignee"), Calvin Wang, an individual resident of California ("hereinafter Listed Party"), Eco Green Ology Inc., a California corporation with its principal place of business at 13000 Temple Ave, City of Industry, California 91746 ("hereinafter Listed Party"), and BPP Labs, a California corporation with its principal place of business at 1008 Brooks Street, Ontario, California, 91762 ("hereinafter Listed Party").

A. Pursuant to, and subject to the terms and conditions of, this Agreement, Assignors desire to sell, convey, transfer, deliver and assign to Assignee all pending and registered United States Trademarks identified in Exhibit A attached hereto (the "Marks"), the Marks being USPTO Registration Number 5866788 and Application Serial Number 88477242, and all goodwill associated therewith;

B. Assignee desires to acquire all right, title and interest in the Marks identified in Exhibit A, the right to sue for past, present and future infringement of any of these rights and all other rights whether or not expressly set forth below;

C. Assignor is willing to assign all of his rights in and to the Marks on the terms and subject to the conditions set forth in this Agreement.

D. Terms of Assignment:

- a. **Obligations of Assignee.** Assignee claims no interest or right in Assignors trademark "BULLYLINER" as registered with the USPTO as Registration No. 5701144. Assignee acknowledges and agrees that it does not intend to now, nor will it ever pursue in the future, to market, sell, or otherwise commercially distribute a coating system in any form, whether for use on automobiles or for any other purpose, utilizing the word "BULLYLINER," or any term similar to BULLYLINER in either spelling or sound. Assignee also acknowledges and agrees that it will not, and does not intend to, use the horn logo, which is pending registration with the USPTO under Serial No. 884777242 (hereinafter "the horn logo") to market, sell, or otherwise commercially distribute a coating system in any form, whether for use on automobiles or for any other purpose.
- b. Calvin Wang, Eco Green Ology Inc., BPP Labs, and their agents and assignees (hereinafter the "Listed Parties") claim no interest or right in Assignors trademark "BULLYLINER" as registered with the USPTO as Registration No. 5701144. listed parties acknowledges and agrees that it does not intend to now, nor will it ever pursue in the future, to market, sell, or otherwise commercially distribute a coating system in any form, whether for use on automobiles or for any other purpose, utilizing the word "BULLYLINER," or any term similar to

BULLYLINER in either spelling or sound. listed parties also acknowledges and agrees that it will not, and does not intend to, use the horn logo, which is pending registration with the USPTO under Serial No. 884777242 (hereinafter "the horn logo") and word Bully USPTO Registration Number 5866788 to market, sell, or otherwise commercially distribute a coating system in any form, whether for use on automobiles or for any other purpose.

c. Regarding USPTO Application Serial Number 88477242

- i. Assignee and listed parties irrevocably agree Assignor has unrestricted perpetual rights, and acceptance within the USA automotive marketplace for the use of the horn logo, as described in USPTO Registration Serial Number 88477242 in any form and color, within the wording of USPTO Registration No. 5701144 "Bullyliner" under International Class 2, and unrestricted rights of use within branding, merchandising and marketing in all forms.
- ii. Assignee and listed parties, irrevocably agree to have no rights, claim, grounds to sue for past, present and future use of the horn logo within USPTO Registration No. 5701144 "Bullyliner" brand wording, merchandising and marketing.
- iii. Assignee and listed parties, irrevocably agree not to use the horn logo in any form, wording and branding to market, sell, promote as an automotive protective coating system in any design, within the USA market place.
- iv. Assignee and listed parties, irrevocably agree to have no rights, interests nor claim, grounds to sue Assignor for past, present and future use of horn logo relating to any established trademarks registered outside of the USA.
- v. Assignee agrees to cover all costs relating to agreement formulation, trademark assignment and costs of original trademark establishment valued at US \$1200.00.

d. Regarding USPTO Trademark Registration No. 5866788

- i. Assignee and listed parties irrevocably agree that Assignor and associated companies have unrestricted perpetual rights and acceptance within the USA automotive market place for use of the word Bully, as described in Registration No. 5866788, in all form and color within wording of USPTO Registration No. 5701144 "Bullyliner" under International Class 2, and unrestricted rights of use within branding, merchandising and marketing in all forms.
- ii. Assignee and listed parties irrevocably agree to have no rights, claim,

grounds to sue for past, present and future use of word Bully incorporating the horns within brand wording, merchandising and marketing, associated with USPTO Registration No. 5701144 "Bullyliner"

- iii. Assignee and listed parties, irrevocably agree not to use the word Bully in any form, wording and branding to market, sell, promote as an automotive protective coating system in any design, within the USA market place.
- iv. Assignee and listed parties irrevocably agree to have no rights, interests nor claim, grounds to sue Assignor for past, present and future use of the trademark Bully relating to established trademarks registered outside of the USA.
- v. Assignee agrees cover all costs relating to agreement formulation, trademark assignment and costs of original trademark establishment valued at US \$1200.00.

e. Regarding USPTO Trademark Registration No. 5701144

- i. Assignee and listed parties irrevocably agree they have no claim, rights nor grounds to sue for past, present and future use of established USPTO Registration No. 5701144 "Bullyliner," and acknowledge full acceptance of this brand within the automotive market sector as unchallenged.
- ii. Assignee and listed parties, irrevocably agree not to use the word Bullyliner or wording reflecting the word Bully either shortened, lengthened or added to related to a coating system in any form, wording and branding to market, sell, promote as an automotive protective coating system within the USA automotive market place
- iii. Assignee and listed parties irrevocably agree to have no rights, interests nor claim, grounds to sue Assignor for past, present and future use of trademarks: Bullyliner relating to established trademarks registered outside of the USA.

E. Assignment of Marks. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignee and listed parties agree as follows:

- a. For good and valuable consideration of a royalty free, perpetual agreement for Assignor to use the Marks for commercial purposes, and other consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor does hereby assign, sell, transfer and convey unto Assignee, and Assignee accepts, all of

Assignor's right, title, and interest in and to the Marks, including all rights under common law, the goodwill appurtenant thereto.

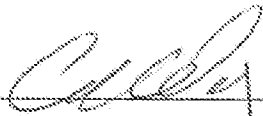
- b. Assignor agrees to execute and deliver at the request of Assignee, all necessary documents and instruments in order to assign the Marks to Assignee, and to take such other future actions as may be necessary to vest all Assignor's rights, title, and interest in and to the Marks in Assignee, including Assignee's right to record this Trademark Assignment with the United States Patent and Trademark Office
- F. **Entire Agreement:** This trademark assignment agreement supersedes all prior agreements or arrangements and contains the entire agreement between Assignor, Assignee and all parties and there are no other understandings, agreements, representations whether expressed or implied in any way extending defining or otherwise relating to the provisions of this agreement which agreement cannot be modified supplemented or rescinded by Assignee and all parties,
- G. **Applicable Law:** This Agreement shall be interpreted, construed, and enforced pursuant to, and in accordance with, the laws of the State of California in the United States.
- H. **Amendments.** This Agreement may not be modified, amended, altered, or supplemented except by an agreement in writing executed by parties hereto.
- I. **Waivers.** The waiver by Assignee, Assignor and all party of a breach or other violation of any provision of this Agreement shall not operate as, or be construed as, a waiver of any subsequent breach of the same or other provision of this Agreement.
- J. **Notices:** Unless otherwise provided herein, any notice, demand, or communication required, permitted, or desired to be given hereunder shall be in writing and shall be delivered by hand, by electronic mail, by facsimile, or by mail, return receipt requested, addressed to the last known address of the receiving Party, or to such other address, and to the attention of such other persons or officers as either party may designate by written notice. Any notice so addressed and mailed shall be deemed duly given three (3) days after receipt by the United States Postal Service, and if delivered by hand, shall be deemed given when delivered, and if sent by electronic mail or facsimile, shall be deemed given on the first business day immediately following transmittal.
- K. **Counterparts:** This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

ASSIGNEE

Pilot Inc.

Signed: 

By: Calvin Wang

Title: Founder & Chairman of the Board

Date: 9-08-2020

ASSIGNOR

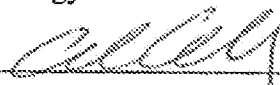
Robert Dixon

Signed: 

Date: 9.9.2020

LISTED PARTY

Eco Green-Ology Inc.

Signed: 

By: Calvin Wang

Title: President

Date: 9-08-2020

LISTED PARTY

BPP Labs

Signed: 

By: Calvin Wang

Title: President

Date: 9-08-2020

LISTED PARTY

Calvin Wang,

Signed: 

Date: 9-08-2020

Exhibit A

USPTO Application Serial Number 88477242,



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Word Mark	U
Goods and Services	IC 002 US 006 011 016 G & S: Paints for exterior surfaces of vehicle, paints, lacquers, varnishes, rust and protecting paints
Mark Drawing Code	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code	03 07 01 - Cattle : Oxen, cows, calves, bulls : Steers 03 07 03 - Heads of oxen, cows, calves, bulls 27 03 00 - Animals forming letters or numerals
Serial Number	88477242
Filing Date	June 18, 2019
Current Basis	1A
Original Filing Basis	1A
Published for Opposition	April 7, 2020
Owner	(APPLICANT) Robert Dixon INDIVIDUAL AUSTRALIA 29 Constellation Court Newport AUSTRALIA 4020
Attorney of Record	Christopher J. Day
Description of Mark	Color is not claimed as a feature of the mark. The mark consists of stylized drawing of a bull's head and horns forming the general shape of the letter "U"
Type of Mark	TRADEMARK
Registrar	PRINCIPAL
Live/Dead Indicator	LIVE

USPTO Registration Number 5866788



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Word Mark	BULLY
Goods and Services	IC 002 US 006 011 016 G & S: Paint sealant for exterior surfaces of vehicle; Paints, lacquers, varnishes, Rust protecting paints, FIRST USE: 20160101, FIRST USE IN COMMERCE: 20160101
Mark Drawing Code	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code	03 07 03 - Heads of oxen, cows, calves, bulls 03 07 24 - Stylized bovines, deer, antelopes, goats, sheep, pigs, cows, bulls, buffalo, moose 27 03 03 - Animals forming letters or numerals
Serial Number	68316697
Filing Date	February 26, 2019
Current Basis	1A
Original Filing Basis	1A
Published for Opposition	July 9, 2019
Registration Number	6866788
Registration Date	September 24, 2019
Owner	(REGISTRANT) Dixon, Robert Alan INDIVIDUAL AUSTRALIA 29 Constellation Court Newport AUSTRALIA 4020
Description of Mark	The color(s) green is/are claimed as a feature of the mark. The mark consists of the stylized word "BULLY" where the "U" is replaced with a stylized drawing of a bull's head and horns, all in green
Type of Mark	TRADEMARK
Registrar	PRINCIPAL
Live/Dead Indicator	LIVE