

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM605676

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BONNIER CORPORATION		09/10/2020	Corporation:
RECEIVING PARTY DATA			
Name:	OCTANE MEDIA, LLC		
Street Address:	116 West 32nd Street, 9th Fl.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	2644827	ATV RIDER	
Registration Number:	3707667	ATV RIDER	
Registration Number:	4924647	CRUISER	
Registration Number:	0918960	CYCLE WORLD	
Registration Number:	4413949	CYCLE WORLD	
Registration Number:	2688174	DIRT RIDER	
Registration Number:	4955924	GROMKHANA	
Registration Number:	5530354	MC GARAGE	
Registration Number:	2501973	MOTORCYCLIST	
Registration Number:	5149606	ON TWO WHEELS	
Registration Number:	4956040	RUCK OUT	
Registration Number:	4716586	RUCKOUT	
Registration Number:	4956041	SPORT RIDER MAGAZINE	
Registration Number:	2829895	STREET CHOPPER	
Registration Number:	5257923	STREET CHOPPER	
Registration Number:	3718606	SUPER STREETBIKE	
Registration Number:	5382317	TRACK DAY SHOOTOUT	
Registration Number:	4618994	UTV DRIVER	

OP \$465.00 2644827

CORRESPONDENCE DATA**Fax Number:** 4079267720*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.***Phone:** 407-926-7714**Email:** ecipparone@savvyiplaw.com**Correspondent Name:** ERICA M. CIPPARONE**Address Line 1:** WOLTER VANDYKE DAVIS, PLLC**Address Line 2:** 390 N. ORANGE AVE., STE 2500**Address Line 4:** ORLANDO, FLORIDA 32801**ATTORNEY DOCKET NUMBER:** 16347-001**NAME OF SUBMITTER:** Shari Lipari**SIGNATURE:** /Shari Lipari/**DATE SIGNED:** 10/29/2020**Total Attachments: 9**

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“**Assignment**”) is effective as of September 10, 2020, by and among Bonnier Corporation, a Delaware corporation (“**Assignor**”), Octane Media, LLC, a Delaware limited liability company (“**Assignee**”) and Octane Lending, Inc., a Delaware corporation (“**Buyer**”).

WHEREAS, Assignor and Buyer are parties to that certain Asset Purchase Agreement, dated as of even date herewith (the “**Purchase Agreement**”; capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement), pursuant to which Buyer has agreed to purchase from Assignor certain assets of Assignor, including, without limitation, all of Assignor’s right, title and interest in and to all of the trademarks, trade names, service marks, in each case that are part of the Purchased Assets, whether registered or unregistered, and all applications and registrations thereof and all worldwide and common law rights thereto, including but not limited to the trademarks, trade names and service marks identified on Exhibit A attached hereto (collectively, the “**Marks**”).

NOW, THEREFORE, in accordance with the terms of the Purchase Agreement and in consideration of the promises and mutual covenants and agreements contained herein and therein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, Buyer and Assignee agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, sells, conveys and transfers unto Assignee, at the direction of the Buyer, all of Assignor’s rights, title and interests in and to the Marks, together with (a) the applications for registration and registrations of the Marks; (b) all worldwide and common law rights that Assignor may have in the Marks; (c) the right to prosecute such applications or any new applications for the Marks, and enjoy the benefits of any registrations resulting therefrom worldwide; (d) the goodwill of the business symbolized by and associated with the Marks; and (e) the right to sue (including filing and prosecuting opposition, cancellation and similar proceedings) and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or such associated goodwill. Assignor hereby authorizes the United States Patent and Trademark Office and the European Union Intellectual Property Office and any other official or organization whose duty it is to assign and/or maintain any of the Marks to record Assignee as the assignee and owner of all Marks currently in the name of Assignor.
2. Further Assurances. Assignor hereby agrees with Assignee that Assignor, upon request, shall execute any and all further instruments regarding the assignments, conveyances and transfers contemplated by this Assignment, which may be reasonably required in order to better secure to Assignee the use and benefit of any and all of the Marks, and that Assignor has not executed and will not execute any agreement in conflict with this Assignment. Assignor hereby covenants and agrees that it shall not challenge or assist others to challenge any of the Marks or attempt to register or cause to be registered (or make any filing with respect to) any of the Marks or any marks, logos or trade names confusingly similar thereto, anywhere in the world.
3. No Third Party Beneficiaries. Without limiting the rights of any party to the Purchase Agreement set forth therein, this Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

4. Severability. In the event that any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Agreement and any other application thereof shall not in any way be affected or impaired thereby; provided, however, that to the extent permitted by applicable Law, any invalid, illegal, or unenforceable provision may be considered for the purpose of determining the intent of the parties in connection with the other provisions of this Agreement.

5. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Agreement is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Purchased Assets and Assumed Liabilities. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

6. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto.

7. Governing Law; Submission to Jurisdiction. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, without regard to its conflicts of law rules. All legal proceedings arising out of or relating to this Agreement shall be resolved in accordance with the Purchase Agreement.

8. Miscellaneous. Any breach of this Assignment by Assignor may cause Assignee irreparable harm for which damages would not be an adequate or sufficient remedy, and therefore, in addition to any other remedies at law, Assignee shall be entitled to seek to obtain injunctive and other forms of equitable relief (including, without limitation, specific performance) in order to fully exercise its rights hereunder, without any obligations to post a bond. In any action or proceeding to enforce rights under this Assignment, the prevailing party will be entitled to recover costs and attorneys' fees. This Assignment can be modified, supplemented or waived only by a mutually signed writing. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Buyer, Assignor and Assignee have caused this Trademark Assignment Agreement to be executed and delivered by their respective duly authorized representatives as of the date first above written.

BUYER:

OCTANE LENDING, INC.

By: *Jason Guss*

Name: Jason Guss

Title: Chief Executive Officer

ASSIGNEE:

OCTANE MEDIA, LLC

By: **OCTANE LENDING, INC., its sole Member**

By: *Jason Guss*

Name: Jason Guss

Title: Chief Executive Officer

ASSIGNOR:

BONNIER CORPORATION

By: _____

Name:

Title:

IN WITNESS WHEREOF, Buyer, Assignor and Assignee have caused this Trademark Assignment Agreement to be executed and delivered by their respective duly authorized representatives as of the date first above written.

BUYER:

OCTANE LENDING, INC.

By: _____

Name: Jason Guss

Title: Chief Executive Officer

ASSIGNEE:

OCTANE MEDIA, LLC

By: **OCTANE LENDING, INC., its sole Member**

By: _____

Name: Jason Guss

Title: Chief Executive Officer

ASSIGNOR:

BONNIER CORPORATION

By: _____

Name:

Jeremy M. Thompson
Corporate Secretary

Title:

EXHIBIT A

TRADEMARK REGISTRATIONS/APPLICATIONS

MARK	COUNTRY	CLASS	APP. NO.	APP. DATE	REG. NO.	REG. DATE
ATV RIDER	United States	016 - MAGAZINES RELATED TO OFF ROAD MOTOR SPORTS ACTIVITIES	76/333,148	11/1/2001	2,644,827	10/29/2002
ATV RIDER	United States	016 - [magazines related to off road motor sports activities] 041 - computer services, namely, providing on-line non-downloadable magazines and archived magazine articles in the field of off road motor sports activities	77/582,193	9/30/2008	3,707,667	11/10/2009
CRUISER	United States	035 - Providing a website featuring reviews for commercial purposes and on-line classified advertisements posted by users in the field of motorcycles; providing a website featuring consumer information in the fields of motorcycle brands, custom motorcycles, motorcycle parts, and motorcycle gear 041 - Providing a website featuring online information for entertainment purposes, non-downloadable technical articles, and non-downloadable publications in the nature of newsletters featuring topics of interest to motorcycle enthusiasts, namely, topics of motorcycle news, motorcycles brands and custom motorcycles, motorcycle touring, motorcycle events, motorcycle tips, motorcycle parts, motorcycle gear, and motorcycle images and video	86/739,445	8/27/2015	4,924,647	3/22/2016
CYCLE WORLD	United States	016 - PERIODICAL MAGAZINE	72/372,862	10/8/1970	918,960	8/24/1971

MARK	COUNTRY	CLASS	APP. NO.	APP. DATE	REG. NO.	REG. DATE
CYCLE WORLD	United States	009 - Digital media, namely, downloadable electronic publications in the nature of a magazine in the field of motorcycles and the sport of motorcycle riding; Computer application software for mobile phones, mobile devices and desktop and laptop computers, namely, software for digital subscription services for accessing, viewing, downloading, distributing, and interacting with electronic publications such as magazines, periodicals, newspapers, and catalogs in a digital version 016 - [calendars, wall calendars, binders specially adapted for holding and carrying magazines, slip cases specially adapted for holding and carrying magazines] 025 - clothing, namely, shirts, t-shirts, sweat shirts, hats 041 - Entertainment services, namely, providing a web site featuring photographic, audio, video, blogs, and text presentations featuring information on motorcycles and the sport of motorcycle riding	85/842,510	2/6/2013	4,413,949	10/8/2013
CYCLE WORLD	Brazil		906232791	5/13/2013	906232791	3/22/2016
DIRT RIDDER	United States	016 - MAGAZINES RELATED TO OFF ROAD MOTOR SPORTS ACTIVITIES	76/331,845	10/31/2001	2,688,174	2/18/2003
GROMKHANA	United States	041 - Entertainment and education services in the nature of a series of short shows and videos featuring motorcycle racing, touring, tricks, stunts, and commentary distributed via the internet and online; Providing on-line videos featuring motorcycle racing, touring, tricks, stunts, and commentary, not downloadable	86/780,744	10/7/2015	4,955,924	5/10/2016

MARK	COUNTRY	CLASS	APP. NO.	APP. DATE	REG. NO.	REG. DATE
MC GARAGE	United States	041 - Entertainment and education services, namely, providing a web site featuring non-downloadable images, video and articles featuring motorcycles, education about motorcycles, and motorcycle repair and maintenance; Providing on-line non-downloadable videos featuring motorcycles and motorcycle repair and maintenance	87/807,193	2/22/2018	5,530,354	7/31/2018
MOTORCYCLIST	United States	016 - magazines relating to motorcycles	76/139,325	10/2/2000	2,501,973	10/30/2001
ON TWO WHEELS	United States	041 - Entertainment and education services in the nature of a series of short shows and videos featuring motorcycle riding, racing, touring, tricks, stunts, and commentary distributed via the internet and online; Providing on-line videos featuring motorcycle racing, touring, tricks, stunts, and commentary, not downloadable	87/026,855	5/5/2016	5,149,606	2/28/2017
RUCK OUT	United States	025 - Hats; Shirts	86/849,877	12/15/2015	4,956,040	5/10/2016
RUCKOUT	United States	041 - Arranging, organizing, conducting and hosting entertainment exhibitions and events in the nature of shows, contests, festivals, rides, rallies, excursions, competitions, demonstrations, and exhibitions for motorcycle and motor scooter enthusiasts; Entertainment services, namely, providing a web site featuring photographic, audio, video and prose presentations for motorcycle and motor scooter enthusiasts	86/462,203	11/22/2014	4,716,586	4/7/2015

MARK	COUNTRY	CLASS	APP. NO.	APP. DATE	REG. NO.	REG. DATE
SPORT RIDER MAGAZINE	United States	009 - Downloadable publications, namely, magazines in the field of motorcycles 016 - Publications, namely, magazines in the field of motorcycles 041 - Providing a website featuring online information and non-downloadable publications featuring topics of interest to motorcycle enthusiasts, namely: topics of motorcycle news, motorcycles brands and custom motorcycles, motorcycle touring, motorcycle events, motorcycle tips and technical articles, motorcycle parts, motorcycle gear, motorcycle images and videos, and motorcycle reviews and classifieds	86/849,959	12/15/2015	4,956,041	5/10/2016
STREET CHOPPER	United States	016 - MAGAZINE ABOUT MOTORCYCLES AND RELATED ITEMS	78/172,607	10/9/2002	2,829,895	4/6/2004
STREET CHOPPER	United States	025 - clothing, namely, shirts, t-shirts, sweat shirts, hats, caps, shorts, pants	87/221,199	10/31/2016	5,257,923	8/1/2017
SUPER STREETBIKE	United States	016 - magazines concerning sporting street motorcycles 041 - computer services, namely, providing on-line non-downloadable magazines and archived magazine articles concerning sporting street motorcycles	77/765,107	6/22/2009	3,718,606	12/1/2009
TRACK DAY SHOOTOUT	United States	041 - Entertainment and education services, namely, conducting entertainment exhibitions in the nature of motorcycle rallies, festivals, shows, races, closed course competitions, motorcycle displays, and motorcycle comparisons, all of the foregoing services provided for motorcycle enthusiasts; providing an internet website portal in the field of entertainment, namely, in the field of motorcycles and closed course motorcycle competitions	87/345,390	2/22/2017	5,382,317	1/16/2018

MARK	COUNTRY	CLASS	APP. NO.	APP. DATE	REG. NO.	REG. DATE
UTV DRIVER	United States	041 - Education and entertainment services, namely, providing a website featuring educational and informative courses and information, namely, videos, articles, blogs, photos, and buyer's guides in the field of off-road riding and utility task vehicles and distributing audiovisual materials in connection therewith; organizing, and hosting events, contests, and competitions in the field of off-road riding and utility task vehicles; providing online publications in the nature of an online magazine about general interest topics on the subject of off-road riding and utility task vehicles	86/312,226	6/17/2014	4,618,994	10/7/2014

TRADEMARK

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RECORDED: 10/29/2020