

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625550

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
API Automotive Products International Inc.		12/30/2020	Corporation: WYOMING
RECEIVING PARTY DATA			
Name:	Highline Aftermarket, LLC		
Street Address:	4500 Malone Road, Suite 1		
Internal Address:	Attn: Dan Knaus		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38118		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4652384	B D	
Registration Number:	4676715	B D	
Registration Number:	3756877	BLUEDEVIL	
Registration Number:	5045759	BLUEDEVIL PRODUCTS	
Registration Number:	4676714	FUEL MD	
Registration Number:	1194601	GOLDFIRE	
Registration Number:	5371515	LIVE LEAK FREE	
Registration Number:	5497540	LIVELEAKFREE	
Registration Number:	5497543	LIVELEAKFREE	
Registration Number:	5666023	PJ1	
Registration Number:	1090644	PJ1	
Registration Number:	4826808	POUR-N-GO!	
Registration Number:	3153707	RED ANGEL A/C STOP LEAK & CONDITIONER	
Registration Number:	2573150	RENEW & PROTECT	
Registration Number:	2402212	SILVERFIRE	
Registration Number:	3853518	WHITE SHEPHERD	
CORRESPONDENCE DATA			
TRADEMARK			

Fax Number: 2134432926

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: 213-617-5493

Email: jcravitz@sheppardmullin.com

Correspondent Name: Sheppard, Mullin, Richter & Hampton LLP

Address Line 1: 333 S. Hope St., 43rd Floor

Address Line 2: Attn: J. Cravitz

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	75ZX-325814
--------------------------------	-------------

NAME OF SUBMITTER:	Julie Cravitz
---------------------------	---------------

SIGNATURE:	/julie cravitz/
-------------------	-----------------

DATE SIGNED:	02/09/2021
---------------------	------------

Total Attachments: 10

source=API - Highline Aftermarket - IP Assignment Agreement#page1.tif
source=API - Highline Aftermarket - IP Assignment Agreement#page2.tif
source=API - Highline Aftermarket - IP Assignment Agreement#page3.tif
source=API - Highline Aftermarket - IP Assignment Agreement#page4.tif
source=API - Highline Aftermarket - IP Assignment Agreement#page5.tif
source=API - Highline Aftermarket - IP Assignment Agreement#page6.tif
source=API - Highline Aftermarket - IP Assignment Agreement#page7.tif
source=API - Highline Aftermarket - IP Assignment Agreement#page8.tif
source=API - Highline Aftermarket - IP Assignment Agreement#page9.tif
source=API - Highline Aftermarket - IP Assignment Agreement#page10.tif

IP ASSIGNMENT AGREEMENT

This IP ASSIGNMENT AGREEMENT (this “Agreement”) is executed as of December 31, 2020 (the “Closing Date”), by and between Highline Aftermarket, LLC, a Delaware limited liability company (“Assignee”), and API Automotive Products International Inc., a Wyoming corporation (“Assignor”). Assignor and Assignee may be referred to herein, individually, as a “Party” and, collectively, as the “Parties.”

WHEREAS, this Agreement is being delivered in connection with the Closing of the transactions contemplated by that certain Asset Purchase Agreement, dated as of December 31, 2020, by and between Assignor and Assignee (the “Purchase Agreement”);

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, transfer, assign and convey to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, all of Assignor’s right, title and interest in, to and under the Purchased Intellectual Property;

WHEREAS, this Agreement, as duly executed by Assignee and Assignor, is being delivered as of the date hereof by each Party to the other Party effective as of the Closing.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements herein contained and intending to be legally bound hereby, Assignee and Assignors do hereby agree as follows:

1.

ASSIGNMENT OF INTELLECTUAL PROPERTY

1.1 Definitions. Capitalized terms used but not defined in this Agreement have the meanings given to such terms in the Purchase Agreement.

1.2 Assignment. Assignor hereby transfers and assigns to Assignee, free and clear of all Encumbrances, all of Assignor’s right, title and interest in, to and under the Purchased Intellectual Property, including, without limitation, the: (i) copyright registration listed on Schedule A hereto, and (ii) trademark registrations and trademark applications listed on Schedule B hereto, and all goodwill associated therewith or symbolized thereby, in each case of clauses (i) and (ii), together with all rights of priority and renewals.

1.3 Recordation. Assignor hereby (i) authorizes Assignee to file at the United States Patent & Trademark Office and United States Copyright Office, and their counterparts in any applicable jurisdiction in the world, this Agreement, and (ii) authorizes and requests the United States Commissioner of Patents and Trademarks, other empowered officials of the United States Patent & Trademark Office or United States Copyright Office, and the officials of corresponding entities or agencies in any applicable foreign country to record Assignee as the owner of any patents, registrations or applications for registrations of Purchased Intellectual Property.

1.4 Further Assurances; Delivery.

1.4.1 Assignor shall, at Assignee's reasonable request and expense, execute and deliver such other instruments of conveyance and transfer, consents, bills of sale, assignments and assurances as reasonably necessary to consummate, confirm or evidence the sale, conveyance, transfer, assignment and delivery to Assignee of the Purchased Intellectual Property or to observe any formality as required to evidence and effectuate a transfer of record title in any applicable governmental Intellectual Property office or agency, including (i) effectuating the transfer of the Domain Names included in the Purchased Intellectual Property with the registrar, and (ii) assisting with the preparation, filing and prosecution of any application for registration of any Purchased Intellectual Property and the protection and enforcement thereof.

1.4.2 Assignor shall forward to Assignee promptly after the Closing Date: (i) all prosecution files related to the Purchased Intellectual Property, including the names addresses, email addresses, and phone numbers of prosecution counsel and agents, and information relating to deadlines, payments, and filings, (ii) a report from Assignor's docketing system, regarding all digitally stored files relating to the registered Purchased Intellectual Property (including but not limited to prosecution files, invention disclosures and correspondence with inventors); and (iii) all intellectual property office, registrar, or agency correspondence received by Assignor and all attorney or agent correspondence received by Assignor related to the Purchased Intellectual Property for one (1) year following the Closing Date.

1.5 Excluded Assets. Assignor excepts, reserves, and excludes all of Assignor's rights, titles and interests in, to and under the Excluded Assets, as provided in the Purchase Agreement. Without limiting the foregoing, Assignor does not hereby sell, transfer, assign and convey to Assignee any right, title or interest in any assets, properties and rights of Assignor that are not Purchased Assets.

2.

MISCELLANEOUS

2.1 Purchase Agreement. This Agreement is expressly made subject to the terms of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement (including the schedules hereto), the terms of the Purchase Agreement shall control.

2.2 Successors and Assigns. The provisions of this Agreement shall bind and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns.

2.3 Amendment and Waiver. Any provision of this Agreement may be (a) amended only in a writing signed by Assignor and Assignee or (b) waived only in a writing executed by the Person against which enforcement of such waiver is sought. No waiver of any provision hereunder or any breach or default thereof will extend to or affect in any way any other provision or prior or subsequent breach or default.

2.4 Notices. Any notice, request or other document to be given hereunder to any party hereto shall be given in the manner specified in Section 8.1 of the Purchase Agreement.

2.5 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, such provision shall be ineffective as to such jurisdiction to the extent of such invalidity, illegality or unenforceability without invalidating or affecting the remaining provisions hereof or affecting the validity, legality or enforceability of such provision in any other jurisdiction. Upon such a determination, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties hereto as closely as possible in a reasonably acceptable manner in order that the transactions contemplated hereby may be consummated as originally contemplated to the fullest extent possible.

2.6 Governing Law; Arbitration Consent to Jurisdiction and Venue.

(a) This Agreement and any claim, controversy or dispute arising under, in connection with or related to this Agreement, including claims of Fraud, the relationship of the Parties, and/or the interpretation and enforcement of the rights and duties of the Parties, will be governed by and construed in accordance with the internal Laws of the Designated Jurisdiction without giving effect to any choice or conflict of Law provision or rule (whether of the Designated Jurisdiction or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the Designated Jurisdiction.

(b) Except as expressly otherwise provided herein, any claim or dispute arising out of, relating to or in connection with, the terms of this Agreement (including its validity or questions of arbitral jurisdiction) shall be submitted to confidential, mandatory, binding arbitration by a single neutral arbitrator through Judicial Arbitration and Mediation Services, Inc. (“JAMS”). The JAMS Comprehensive Arbitration Rules and Procedures in effect at the time that the dispute is arbitrated will govern the procedure for the arbitration proceedings between the Parties. The arbitration shall take place in Los Angeles, California. The arbitrator in this matter shall not have the power to modify any of the provisions of this Agreement. The decision of the arbitrator shall be final and binding on the Parties, and judgment thereon may be entered in any court having jurisdiction. The arbitrator’s fee and all costs of services provided by the arbitrator and arbitration organization shall be advanced by and split between the Parties. However, all costs of the arbitration proceeding or related litigation, including attorneys’ fees and costs, shall be paid by the non-prevailing Party. Each Party hereby waives, to the extent permitted by applicable law, any right to a jury trial on any dispute or claim covered by this Agreement.

(c) The Parties hereby agree that if arbitration is unavailable (other than with respect to a matter that this Agreement expressly provides is not to be settled by arbitration pursuant to Section 2.5(b)) or if equitable relief is being sought outside of arbitration, then any action, suit or other proceeding arising out of or in connection with or related to this Agreement shall be conducted only in the Venue. Without limiting the requirement to arbitrate disputes as set forth herein, each Party hereby irrevocably consents and submits to the exclusive personal jurisdiction of and venue in the state and federal courts located in the Venue in any legal action, equitable suit or other proceeding arising out of or related to this Agreement. Each Party hereby waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section, and stipulates that the state and federal courts located in the Venue shall have *in personam* jurisdiction

and venue over each of them for the purposes of litigating any dispute, controversy or proceeding arising out of or related to this Agreement.

2.7 Captions. The captions and article and section numbers in this Agreement are for convenience only and do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement. References in this Agreement to articles and sections are to articles and sections of this Agreement unless otherwise specified.


2.8 Counterparts and PDF. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Agreement or any counterpart may be executed and delivered by facsimile copies or delivered by electronic communications by portable document format (.pdf), each of which shall be deemed an original. At the request of any Party, each other Party hereto will re-execute original forms of this Agreement and deliver them to all other parties. No Party will raise the use of a facsimile machine, .PDF or other electronic transmission to deliver a signature or the fact that any signature or contract was transmitted or communicated through the use of facsimile machine, .PDF or other electronic transmission as a defense to the formation of a contract and each such Party forever waives any such defense.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written, to be effective as of the Closing Date.

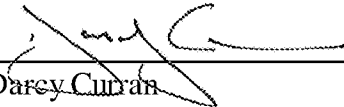
ASSIGNOR:

**API AUTOMOTIVE PRODUCTS
INTERNATIONAL INC.**

By:  _____
Ross Sklar
Chief Executive Officer

ASSIGNEE:

HIGHLINE AFTERMARKET, LLC

By: 

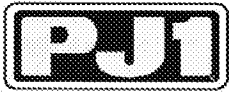
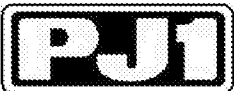


Darcy Curran
Chief Executive Officer


Schedule A - Copyright Registrations

Title	Registration No.	Registration Date	Current Owner of Record
Live Leak Free: The Story That Changed My Life, et al.	PAu003891642	14-NOV-2017	Universal Products, Inc. d.b.a. BlueDevil Products

Schedule B - Trademarks

Mark	Juris- diction	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner of Record
B D & Design 	USA	86262978 25-APR-2014	4652384 09-DEC-2014	API Automotive Products International Inc.
B D & Design 	USA	86263009 25-APR-2014	4676715 20-JAN-2015	API Automotive Products International Inc.
BLUEDEVIL	USA	77695916 20-MAR-2009	3756877 09-MAR-2010	API Automotive Products International Inc.
BLUEDEVIL PRODUCTS	USA	85418550 09-SEP-2011	5045759 20-SEP-2016	API Automotive Products International, Inc.
BLUEDEVIL PRODUCTS	US State Wyoming	2018-000833685 20-DEC-2018	2018-000833685 20-DEC-2018	API Automotive Products International Inc.
FUEL MD	USA	86262963 25-APR-2014	4676714 20-JAN-2015	API Automotive Products International Inc.
GOLDFIRE	USA	73322556 07-AUG-1981	1194601 04-MAY-1982	API Automotive Products International Inc.
LIVE LEAK FREE	USA	87303281 16-JAN-2017	5371515 02-JAN-2018	API Automotive Products International Inc.
LIVELEAKFREE	USA	87684479 14-NOV-2017	5497540 19-JUN-2018	API Automotive Products International Inc.
LIVELEAKFREE & Design 	USA	87684503 14-NOV-2017	5497543 19-JUN-2018	API Automotive Products International Inc.

Mark	Juris- diction	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner of Record
PJ1	New Zealand	765878 28-MAR-2007	765878 11-OCT-2007	API Automotive Products International
PJ1 & Design 	European Union	12288536 07-NOV-2013	12288536 19-MAR-2014	API Automotive Products International, Inc.
PJ1 & Design 	USA	87940263 29-MAY-2018	5666023 29-JAN-2019	API Automotive Products International Inc.
PJ1 (Stylized) 	USA	73143251 30-SEP-1977	1090644 09-MAY-1978	API Automotive Products International Inc.
POUR-N-GO!	USA	86543772 24-FEB-2015	4826808 06-OCT-2015	API Automotive Products International Inc.
RED ANGEL A/C STOP LEAK & CONDITIONER	USA	78735347 18-OCT-2005	3153707 10-OCT-2006	API Automotive Products International Inc.
RENEW & PROTECT (Stylized) 	USA	76142447 10-OCT-2000	2573150 28-MAY-2002	API Automotive Products International Inc.
SILVERFIRE	USA	75883800 03-JAN-2000	2402212 07-NOV-2000	API Automotive Products International Inc.
WHITE SHEPHERD	USA	77944105 24-FEB-2010	3853518 28-SEP-2010	API Automotive Products International Inc.
PJ1 (Stylized)	Japan	2000-132210 08-DEC-2000	4686882 27-JUN-2003	PJH Brands

Mark	Juris- diction	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner of Record
				
PJ1	Argentina	2867447 17-OCT-2008	2867447 20-OCT-2009	PJH Brands