

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643045

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900606310		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Walser Automotive Group, LLC		03/30/2021	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	FUUSE AutoTech, Inc.		
Street Address:	1010 Dale St. N.		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55117		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90468129	FUUSE AUTOTECH	
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:	6123397121		
Email:	afarrell@bestlaw.com		
Correspondent Name:	Alexander J. Farrell		
Address Line 1:	60 South 6th Street		
Address Line 2:	Suite 2700		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	25674.321001		
NAME OF SUBMITTER:	Alexander J. Farrell		
SIGNATURE:	/Alexander J. Farrell/		
DATE SIGNED:	04/29/2021		
Total Attachments: 3			
source=Trademark Assignment - Fuse_6492052#page1.tif			
source=Trademark Assignment - Fuse_6492052#page2.tif			

TRADEMARK ASSIGNMENT

This Agreement is entered into freely by and between Walser Automotive Group, LLC, a Minnesota limited liability company (“Assignor”) and FUSE AutoTech, Inc., a Delaware corporation (“Assignee”).

WHEREAS, Assignor is the owner of the stylized trademark FUSE AUTOTECH Application Serial No: 90468129 applied for January 15, 2021 (the “Trademark”); and

WHEREAS, Assignee wishes to acquire the entire right, title, and interest in the Trademark.

NOW, the parties agree as follows:

1. **Assignment.** Assignor does hereby irrevocably assign to Assignee all rights, title, and interest including, but not limited to, all registration, continuation, and renewal rights throughout the world with respect to the Trademark, all good will associated with the Trademark, any and all royalties, fees, income, payments or other proceeds now or hereafter due from use of the Trademark, any and all causes of action with respect to the Trademark, and all other rights in and to the Trademark.
2. **Consideration.** In consideration for the Assignment set forth in Section 1, Assignee shall pay Assignor the sum of One Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.
3. **Representations and Warranties.** Assignor represents and warrants to Assignee:
 - (a) Assignor has the right, power and authority to enter into this Agreement;
 - (b) Assignor is the exclusive owner of all rights, title and interest, and good will associated therewith, in the Trademark;
 - (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
 - (d) The Trademark does not infringe the rights of any person or entity;
 - (e) There are no claims, pending or threatened, with respect to Assignor’s rights in the Trademark;
 - (f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
 - (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
4. **Amendment.** This Agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this agreement.

5. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.
6. Agreement to Perform Necessary Acts. Assignor agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
7. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by the State of Minnesota.
8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page to follow]

Dated: March 30, 2021

ASSIGNOR

Walser Automotive Group, LLC

DocuSigned by:

Andrew Walser

By: Andrew Walser

Chief Executive Officer

ASSIGNEE

FUSE AutoTech, Inc.

DocuSigned by:

Colton Ray

By: Colton Ray

Chief Executive Officer