

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM651498

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Transtar Industries LLC		06/02/2021	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Nickels Performance LLC		
Street Address:	7350 Young Drive		
City:	Walton Hills		
State/Country:	OHIO		
Postal Code:	44146		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2878683	ENGINE WORKS	
Registration Number:	2800078	ENGINE WORKS	
Registration Number:	2800046	ENGINE WORKS	
Registration Number:	2410617	NICKELS	
Registration Number:	2790997	NICKELS PERFORMANCE	
CORRESPONDENCE DATA			
Fax Number:	5139290303		
<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:	513-929-3413		
Email:	tnoel@bakerlaw.com		
Correspondent Name:	John M. Mueller, Baker & Hostetler, LLP		
Address Line 1:	312 Walnut Street		
Address Line 2:	Suite 3200		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	John M. Mueller		
SIGNATURE:	/John M. Mueller/		
DATE SIGNED:	06/03/2021		
Total Attachments: 3			

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TRADEMARK ASSIGNMENT

WHEREAS, **Transtar Industries LLC**, hereinafter referred to as the ASSIGNOR, an Ohio Limited Liability Company, having its principal place of business at 7350 Young Drive, Walton Hills, Ohio 44146 is the owner of the registered trademarks shown in in Exhibit A hereto, as well as common law and other rights with respect thereto (collectively, the "Trademarks"); and

WHEREAS, **Nickels Performance LLC**, hereinafter referred to as the ASSIGNEE, a Delaware Limited Liability Corporation, having its principal place of business at 7350 Young Drive, Walton Hills, Ohio 44146, is desirous of acquiring the entire right, title and interest in and to the said Trademarks in any and all countries, along with all of the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over to said ASSIGNEE, the entire right, title and interest in and to said Trademarks, all registrations and all applications for registration of said Trademarks, including without limitation the right to recover for past infringement of said marks, and any and all goodwill of the business in connection with which said Trademarks are used and which are symbolized by said Trademarks. ASSIGNOR further assigns to and authorizes said ASSIGNEE to file corresponding trademark applications in all countries, to be held and enjoyed by said ASSIGNEE, its successors, assigns, nominees or legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this assignment, sale and transfer not been made.

It is hereby covenanted that ASSIGNOR has full right to convey the entire interest herein assigned, and that ASSIGNOR has not executed and will not execute any agreement in conflict herewith, and ASSIGNOR further covenants and agrees that it will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said Trademarks in said ASSIGNEE, its successors, assigns, nominees, or legal representatives, and ASSIGNOR agrees to communicate to said ASSIGNEE or to its nominee all known facts respecting said Trademarks, to testify in any legal proceedings, to make all rightful oaths, and generally to do everything reasonably possible to aid said ASSIGNEE, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper protection for said Trademarks in any and all countries, all at the expense, however, of said ASSIGNEE, its successors, assigns, nominees or legal representatives.

AND ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue trademarks on applications as aforesaid, to issue to said ASSIGNEE, as ASSIGNEE of the entire right, title and interest, any and all trademark registrations which may be issued and granted on or as a result of any applications included in said Trademarks, in accordance with the terms of this assignment.

IN WITNESS WHEREOF, the undersigned, being properly authorized to execute this Assignment, hereunto sets their hand and seal.

Transtar Industries LLC

Nickels Performance LLC

ASSIGNOR

ASSIGNEE

Name JOSEPH J. LEVANDOWSKI

Name JOSEPH J. LEVANDOWSKI

Title VP & CFO/COO

Title VP & CFO/COO

Signature Joseph J. Levandowski

Signature Joseph J. Levandowski

Date JUNE 2, 2021

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EXHIBIT A**Trademarks**

Owner	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
Transtar Industries LLC	ENGINE WORKS	76/510435	04/29/03	2878683	08/31/04	Registered/ Renewed
Transtar Industries LLC	ENGINE WORKS & DESIGN	76/488125	02/07/03	2800078	12/30/03	Registered/ Renewed
Transtar Industries LLC	ENGINE WORKS	76/486067	01/30/03	28000046	12/30/03	Registered/ Renewed
Transtar Industries LLC	NICKELS	75/874517	12/17/99	2410617	12/05/00	Registered/ Renewed
Transtar Industries LLC	NICKELS PERFORMANCE	76/487122	01/03/03	2790997	12/09/03	Registered/ Renewed