

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM672688

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHILTON PROPERTIES, L.L.C.		08/31/2021	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	C&W MOTORS, INC.		
Street Address:	1188 E. Camelback Road		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85014		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3013368	RIDENOW	
Registration Number:	4193522	RIDENOW POWERSPORTS	
Registration Number:	4193524	RIDENOW POWERSPORTS	
Registration Number:	4193521	RIDENOW POWERSPORTS	
Registration Number:	4193525	RIDENOW POWERSPORTS	
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:	5616713608		
Email:	ip@akerman.com		
Correspondent Name:	Peter A. Chiabotti		
Address Line 1:	777 South Flagler Drive		
Address Line 2:	Suite 1100 West Tower		
Address Line 4:	West Palm Beach, FLORIDA 33401		
ATTORNEY DOCKET NUMBER:	0326555		
NAME OF SUBMITTER:	Peter A. Chiabotti		
SIGNATURE:	/Peter A. Chiabotti/		
DATE SIGNED:	09/06/2021		

CH \$140.00 3013368

Total Attachments: 9

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ASSIGNMENT

This Assignment (this "Assignment") is made and entered into effective for all purposes as of August 31, 2021 (the "Effective Date"), by and between **CHILTON PROPERTIES, L.L.C.**, an Arizona limited liability company ("Assignor"), and **C&W MOTORS, INC.**, an Arizona corporation ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in Section 11 of this Assignment.

RECITALS:

A. Assignor owns the entire right, title and interest in and to certain Trademarks (as defined below) and related Intellectual Property Rights that are used in the Business, subject to the terms and conditions set forth herein.

B. The members of Assignor are parties to that certain the Plan of Merger and Equity Purchase Agreement (as amended from time to time, the "Purchase Agreement") entered into as of March 12, 2021, by and among RumbleOn, Inc., a Nevada corporation (the "Purchaser"), RO Merger Sub I, Inc., an Arizona corporation and wholly owned subsidiary of Purchaser, RO Merger Sub II, Inc., an Arizona corporation and wholly owned subsidiary of Purchaser, RO Merger Sub III, Inc., an Arizona corporation and wholly owned subsidiary of Purchaser, RO Merger Sub IV, Inc., an Arizona corporation and wholly owned subsidiary of Purchaser, RO Merger Sub V, Inc., a Delaware corporation and wholly owned subsidiary of Purchaser, C&W Motors, Inc., an Arizona corporation, CMG Powersports, Inc., a Delaware corporation, Metro Motorcycle, Inc., an Arizona corporation, Tucson Motorcycles, Inc., an Arizona corporation, and Tucson Motorsports, Inc., an Arizona corporation, William Coulter, an individual, Mark Tkach, an individual, and each other Person who owns an Equity Interest in any Transferred Entity and executes a Seller Joinder, and Mark Tkach, as the representative of the Sellers.

C. As an inducement for Purchaser to enter into the Purchase Agreement, which Assignor believes to be in Assignor's best interest, Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignor, all right, title and interest of Assignor in and to the Trademarks and related Intellectual Property Rights.

D. Assignor and Assignee are executing and delivering this Assignment in connection with and as a condition to the consummation of the transactions contemplated by the Purchase Agreement.

E. Assignee and Assignor desire to record this Assignment with the United States Patent and Trademark Office and any other public records for which recording is deemed appropriate by Assignee.

AGREEMENT:

Now, therefore, in consideration of the premises and of the mutual promises, covenants and agreements set forth in this Assignment, the receipt and sufficiency of which are acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers, and conveys to Assignee, and Assignee hereby receives Assignor's assignment of all right, title, and interest in and to the Assigned IP Assets, free and clear of all liens and encumbrances, including:

- (a) the Trademarks listed on Schedule A;
- (b) all works based upon, derived from, or incorporating the Trademarks, all signage, marketing collateral and promotional materials;

(c) all licenses and similar contractual rights or permissions, whether exclusive or nonexclusive, related to any of the foregoing;

(d) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Assignor with respect to any of the foregoing;

(e) all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof/accruing on or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, violation, breach, or default; and

(f) all other rights, privileges, and protections of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law, treaty, or other international convention throughout the world.

2. Cooperation. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment. Assignor further agrees to cause any affiliate holding any Intellectual Property Rights used in or necessary for the operation of the Business or which utilize the names or marks used in the Business to promptly assign such rights to Assignee.

3. Registration. Assignor authorizes and requests that the Commissioner of the United States Patent and Trademark Office and the empowered officials of all other governments, and the diverse registrars, commissioners and other official authorities charged with the registration and issuance of trademarks to record Assignee as the owner of the Trademarks and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the Trademarks.

4. Representations and Warranties; License.

(a) Mutual. Each party hereby represents and warrants to the other party that: (i) such party (and the individual executing this Assignment on behalf of such party) has all of the requisite power and authority to execute and enter into the Assignment and all other documents necessary to consummate the terms and conditions of this Assignment; and (ii) the individual executing this Assignment on behalf of such party is fully competent to execute the Assignment and, upon execution, hereby binds such party fully to the promises, covenants, terms, and conditions set forth herein.

(b) Assignor. Schedule A sets forth a true, correct and complete list of all Assigned IP Assets that are (i) subject to a registration with any governmental authority, each of which is enforceable, valid, and subsisting, or (ii) unregistered, material Intellectual Property Rights. Assignor owns the sole and exclusive right, title, and interest in and to the Assigned IP Assets, free and clear of liens, security interests, and other encumbrances. After this Assignment is fully executed, Assignor will have no rights or claims to any Intellectual Property Rights used in or necessary for the Business or which utilize the names or marks used in the Business. Assignor further agrees not to, and to cause its affiliates not to, use names or logos incorporating the words "RideNow", "RideNow Powersports", "America's Powersports", or variations or combinations thereof.

(c) License. Notwithstanding section 4(b), to the extent that Assignor owns or purports to own any Intellectual Property Rights that have been used in or necessary for the Business or which utilize the names or marks used in the Business at any time and that are not assigned pursuant to this Assignment, Assignor grants to the Assignee, its successors and assigns, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to make, have made, modify, update, use, sell, offer to sell, import, export, execute, reproduce, publish, display, distribute, perform and otherwise exploit for itself, affiliates, licensees and customers such unassigned Intellectual Property Rights.

5. Governing Laws. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Arizona applicable to a contract executed and performed in such State without giving effect to the conflicts of law principles thereof.

6. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon Assignor, Assignee, and their respective successors and permitted assigns.

7. Entire Agreement; Severability; Amendments. This Assignment contains the entire agreement of the parties in respect of the subject matter hereof. If any term or provision of this Assignment is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction. This Assignment cannot be amended, waived, or terminated except in a writing signed by Assignor and Assignee.

8. Attorney in Fact. Assignor hereby constitutes and appoints Assignee as the true and lawful attorney in fact of Assignor, with full power of substitution, in the name of Assignor or Assignee, but on behalf of and for the benefit of Assignee: (a) to demand and receive from time to time any and all of the assets or rights conveyed in by this Assignment and to make endorsements and give receipts and releases for and in respect of the same and any part thereof; (b) to institute, prosecute, compromise and settle any and all actions or proceedings that Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the assets and rights conveyed by this Assignment; (c) to defend or compromise any or all actions or proceedings in respect of any of the assets and rights conveyed by this Assignment; and (d) to do all such acts and things in relation to the matters set forth in the preceding clauses (a) through (c) as Assignee deems desirable. Assignor acknowledges that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by it in any manner or for any reason.

9. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Assignor and Assignee need not execute the same counterpart. This Assignment shall be effective upon delivery of original signature pages or facsimile copies (or copies transmitted by portable data format (pdf) file) thereof executed by Assignor and Assignee.

10. Incorporation of Recitals. The recitals to this Assignment are incorporated into and made a part of this Assignment as if fully set forth herein.

11. Definitions. As used herein:

(a) “Business” means the business of the ownership and operation of powersports retail dealerships involving sales, financing, and parts and service of new and used motorcycles, ATVs, UTVs, scooters, side by sides, sport bikes, cruisers, watercraft, and other vehicles and ancillary businesses and activities relating thereto under the trademarks RideNow and/or America’s Powersports.

(b) “Intellectual Property Right” means all intellectual property and proprietary rights in any jurisdiction throughout the world, including (i) any trademark, service mark, trade name, trade dress, corporate name, logo, or slogan, including any registration thereof or application for registration therefor including any renewals thereof and rights related thereto, together with the goodwill associated with each of the foregoing (“Trademarks”); (ii) patent and patent applications, and other governmental grants for the protection of inventions, and any and all divisions, continuations, continuations-in-part, reissues, continuing patent applications, reexaminations, and extensions thereof; (iii) trade secret rights associated with confidential and proprietary information, including recipes, trade secrets, processes, methods, formulae, inventions (whether patentable or unpatentable and whether or not reduced to practice), invention disclosures, know how, methods, layouts, designs, and technology; (iv) copyright, copyrightable materials, copyright registration, application for copyright registration; (v) Internet domain names; (vi) any registrations or applications for registration of any of the foregoing; (vii) analogous rights to those set forth above; and (viii) rights to sue for past, present and future infringement of the rights set forth above.

(c) “Assigned IP Assets” means all Intellectual Property Rights used in or necessary for the operation of the Business or which utilize the names or marks used in the Business that are owned or purported to be owned by Assignor.

(signature pages follow)

Assignor has caused its duly authorized representative to execute this Assignment as of the Effective Date.

ASSIGNOR:

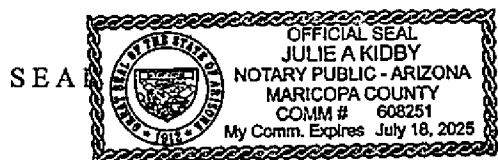
Chilton Properties, LLC,
an Arizona limited liability company
1188 E. Camelback Rd
Phoenix, AZ, 85014

By: William Coulter
Name: William Coulter
Title: Authorized Agent

By: _____
Name: Mark Tkach
Title: Authorized Agent

STATE OF ARIZONA)
)
COUNTY OF Maricopa)

On this 31 day of August, 2021, before me personally appeared William Coulter and ~~Mark Tkach~~, known to me (or satisfactorily proven) to be the persons whose names are subscribed to this Assignment, and acknowledged that each of them, as duly authorized agents of Chilton Properties, LLC, an Arizona limited liability company, executed the same for the uses and purposes therein set forth.



Notary Public: Julie Kidby

My commission expires:
July 18, 2025

[Signature Page to Assignment]

Assignor has caused its duly authorized representative to execute this Assignment as of the Effective Date.

ASSIGNOR:

Chilton Properties, LLC,
an Arizona limited liability company
1188 E. Camelback Rd
Phoenix, AZ, 85014

By: _____
Name: William Coulter
Title: Authorized Agent

By: Mark Tkach
Name: Mark Tkach
Title: Authorized Agent

STATE OF ARIZONA)
)
COUNTY OF Maricopa)

On this 31st day of August, 2021, before me personally appeared William Coulter and Mark Tkach, known to me (or satisfactorily proven) to be the persons whose names are subscribed to this Assignment, and acknowledged that each of them, as duly authorized agents of Chilton Properties, LLC, an Arizona limited liability company, executed the same for the uses and purposes therein set forth.

SEAL

Notary Public: Kathleen C Serfilippi

My commission expires:
December 26, 2021




[Signature Page to Assignment]

Assignor has caused its duly authorized representative to execute this Assignment as of the Effective Date.

ASSIGNEE:

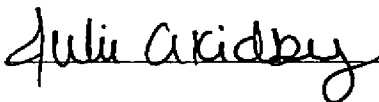
C&W MOTORS, INC.,
an Arizona corporation
2677 E Willis Road
Chandler, AZ 85286

By: 
Name: William Coulter
Title: Authorized Officer

STATE OF ARIZONA)
)
COUNTY OF Maricopa)



On this 31 day of August, 2021, before me personally appeared William Coulter known to me (or satisfactorily proven) to be the person whose name is subscribed to this Assignment, and acknowledged that he, as the duly authorized officer of C&W Motors, Inc., an Arizona, executed the same for the uses and purposes therein set forth.



Notary Public: 


My commission expires:
July 18, 2025

**SCHEDULE A
TRADEMARKS**

Trademark	App./Reg. No.	App./Reg. Dates	Goods/Services
RIDENOW	RN: 3013368 SN: 78483793	September 13, 2004 November 8, 2005	IC 35: Advertising services, namely, promoting the sale of motorcycles, and motorcycle parts, all terrain vehicles and all terrain vehicle parts and accessories and watercraft and watercraft parts and accessories, by retail dealers through the distribution of printed promotional materials, promotion via the global computer network and by rendering sales promotion advice
RIDENOW POWERSPORTS	RN: 4193522 SN: 85460913	Oct. 31, 2011 August 21, 2012	IC 37: Maintenance and repair services for ATVs (all terrain vehicles), watercraft, motorcycles, scooters, utility vehicles, boats, trikes and snowmobiles, and trailers for the foregoing.
	RN: 4193524 SN: 85460917	Oct. 31, 2011 August 21, 2012	IC 35: Retail store services featuring ATVs (all terrain vehicles), watercraft, motorcycles, scooters, utility vehicles, boats, trikes, and snowmobiles, and trailers for the foregoing; retail store services featuring parts, accessories, apparel and safety equipment all for ATVs (all terrain vehicles), watercraft, motorcycles, scooters, utility vehicles, boats, trikes and snowmobiles, and trailers for the foregoing; online retail store services featuring parts, accessories, apparel and safety equipment all for ATVs (all terrain vehicles), watercraft, motorcycles, scooters, utility vehicles, boats, trikes and snowmobiles, and trailers for the foregoing.
RIDENOW POWERSPORTS	RN: 4193521 SN: 85460909	Oct. 31, 2011 August 21, 2012	IC 35: Retail store services featuring ATVs (all terrain vehicles), watercraft, motorcycles, scooters, utility vehicles, boats, trikes, and snowmobiles, and trailers for the foregoing; retail store services featuring parts, accessories, apparel and safety equipment all for ATVs (all terrain vehicles), watercraft, motorcycles, scooters, utility vehicles, boats, trikes and snowmobiles, and trailers for the foregoing; online retail store services featuring parts, accessories, apparel and safety equipment all for ATVs (all terrain vehicles), watercraft, motorcycles, scooters, utility vehicles, boats, trikes and snowmobiles, and trailers for the foregoing.
	RN: 4193525	Oct. 31, 2011 August 21, 2012	IC 37: Maintenance and repair services for ATVs (all terrain vehicles), watercraft, motorcycles,

Trademark	App./Reg. No.	App./Reg. Dates	Goods/Services
	SN: 85460920		scooters, utility vehicles, boats, trikes and snowmobiles, and trailers for the foregoing.

Common Law Marks

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- RIDENOW