

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696847

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Scat Enterprises, LLC		12/15/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Scat VW Performance, LLC		
Street Address:	1 Acacia Lane		
City:	Rolling Hills		
State/Country:	CALIFORNIA		
Postal Code:	90274		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1443032	DRAG-FAST	
Registration Number:	1577664	DUAL-T	
Registration Number:	1644342		
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:	6124927548		
Email:	wmunt@fredlaw.com		
Correspondent Name:	Wendy Munt		
Address Line 1:	200 South Sixth Street, Suite 4000		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Wendy Munt		
SIGNATURE:	/Wendy Munt/		
DATE SIGNED:	12/22/2021		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of December 15, 2021 is made by Scat VW Performance, LLC, a California limited liability company (“**Scat VW**”), and Scat Enterprises, LLC, a Delaware limited liability company (the “**Company**”), pursuant to the transfer of certain assets of the Company to Scat VW pursuant to the Asset Contribution and Liability Assumption Agreement between Scat VW and the Company dated as of December 15, 2021 (the “**Asset Contribution Agreement**”).

WHEREAS, under the terms of the Asset Contribution Agreement, the Company has conveyed, transferred, and assigned to Scat VW, among other assets, certain intellectual property of the Company, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, the Company agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby irrevocably conveys, transfers, and assigns to Scat VW all of the Company’s right, title, and interest in and to the following:

- (a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
- (b) all rights of any kind whatsoever of the Company accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, 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, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. The Company hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Scat VW. Following the date hereof, the Company shall take such steps and actions, and provide such cooperation and assistance to Scat VW and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Scat VW, or any assignee or successor thereto.

3. Terms of the Asset Contribution Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Contribution Agreement, to which reference is made for a further statement of the rights and obligations of the Company and Scat VW with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Contribution 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 Asset Contribution Agreement and the terms hereof, the terms of the Asset Contribution Agreement shall govern.

4. Counterparts. This Trademark Assignment 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 Trademark Assignment 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 Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company has duly executed and delivered this Trademark Assignment as of the date first written above.

Scat Enterprises, LLC

By: 

Name:

PHILIP T. LIEB

Title:

CEO


SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK
REEL: 007538 FRAME: 0690

SCHEDULE 1

Assigned Trademarks

Trademark Registrations

Mark	Jurisdiction	App./Reg. Nos.	Filing/Registration Dates	Int. Classes
DRAG-FAST	U.S.	Reg. No. 1,443,032 Ser. No. 73/619,147	Reg'd Jun. 16, 1987 Filed Sep. 10, 1986	12
DUAL-T	U.S.	Reg. No. 1,577,664 Ser. No. 73/797,241	Reg'd Jan. 16, 1990 Filed May 1, 1989 (U.S. PTO Registration canceled Oct. 22, 2021)	12
[Gearshifter Design Mark] 	U.S.	Reg. No. 1,644,342 Ser. No. 73/796,944	Reg'd May 14, 1991 Filed May 1, 1989	12