

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM702123

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
M.O. DION & SONS, INC.		12/30/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JURASSIC RACING, LLC		
Street Address:	1622 W. 15th Street		
City:	Long Beach		
State/Country:	CALIFORNIA		
Postal Code:	90813		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3503792	F & L RACING FUEL	
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>			
Email:	tadmin@reinhartlaw.com		
Correspondent Name:	Daniel E. Kattman		
Address Line 1:	1000 N. Water Street		
Address Line 2:	Suite 1700		
Address Line 4:	Milwaukee, WISCONSIN 53202		
NAME OF SUBMITTER:	Heidi R. Thole		
SIGNATURE:	/hrt/		
DATE SIGNED:	01/14/2022		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment Agreement") is made effective as of December 30, 2021 (the "Effective Date"), between M.O. DION & SONS, INC., a California corporation having a principal place of business at 1543 West 16th Street, Long Beach, California 90813 ("Assignor") and JURASSIC RACING, LLC, a California limited liability having a principal place of business at 1622 W. 15th Street, Long Beach, California 90813 ("Assignee").

ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Rights. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor's rights, title, and interests in and to the Assignor's trademarks, trademark applications and registrations identified in the attached Schedule A (collectively, the "Assigned Trademarks"), free and clear of all security interests, liens, encumbrances, claims, or interests of any nature, along with:

- (a) all goodwill associated therewith on a worldwide basis;
- (b) any renewals or extensions thereof;
- (c) all rights of any kind, including all common law rights, whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (d) 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
- (e) any and all claims and causes of action for infringement with respect to any of the foregoing, accruing before or on 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. Assignee shall have the right to record this Assignment Agreement with any applicable government office, entities or agencies in any applicable jurisdictions to record and register this Assignment Agreement. Following the date hereof and upon Assignee's demand, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, specimens showing use of the Assigned Trademarks, assignments, releases of security interests, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the transfer and recordation of the Assigned Trademarks to Assignee, and/or its successors and assigns.

3. Miscellaneous. This Assignment Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice or conflict of law provision or rule. This Assignment Agreement shall be binding upon Assignor and their successors and assigns and inure to the benefit of Assignee and its successors and assigns. This Assignment 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 Assignment 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 Assignment Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have each caused this instrument to be executed by a duly authorized officer.

AGREED to by the Parties as of the Effective Date above:

Assignor:

M.O. DION & SONS, INC.

Signature: _____



Printed Name: Matt Cullen

Title: President

Assignee:

JURASSIC RACING, LLC

Signature: _____



Printed Name: Matt Cullen

Title: Manager

SCHEDULE A

Assigned Trademarks

I. Federal Trademark Applications and Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Goods/Services</u>	<u>Next Renewal Due</u>
F & L RACING FUEL	3503792	Sep. 23, 2008	Class 04: GASOLINE FUEL FOR RACING CARS, GO-KARTS, JET SKIS, MOTORCYCLES, BOATS, SNOW MOBILES, AND ATV'S	Sep. 23, 2028

II. State Trademark Registrations

<u>Trademark</u>	<u>State</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Goods/Services</u>	<u>Next Renewal Due</u>
F & L RACING FUEL	California	CA 112999	October 04, 2007	Class 04: GASOLINE FUEL FOR RACING CARS, GO-KARTS, JET SKIS, MOTORCYCLES, BOATS, SNOW MOBILES, AND ATV'S	October 04, 2022

III. Unregistered Trademark

