

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM713507

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HOUSE OF TRACTION, LLC		02/28/2022	Limited Liability Company: CALIFORNIA
Global Powersport Resources LLC		02/28/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Nivel Parts & Manufacturing Co., LLC		
Street Address:	3510 PORT JACKSONVILLE PARKWAY		
City:	JACKSONVILLE		
State/Country:	FLORIDA		
Postal Code:	32226		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5534180	FRONTLINE ALL-TERRAIN	
Registration Number:	5570955	SYSTEM 3 OFF-ROAD	
Registration Number:	5112299	SAND DRIFTER	
Registration Number:	4393790	ROCTANE	
Registration Number:	4408169	DOUBLE CROSS	
Registration Number:	5234243	TECH 2	
Registration Number:	5193300	TECH4	
Registration Number:	5119587	OUT & BACK	
Registration Number:	4975202	CHICANE	
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:	3172361313		
Email:	sharrell@btlaw.com		
Correspondent Name:	Sarah P. Harrell		
Address Line 1:	11 S. Meridian St.		

OP \$240.00 5534180

Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER: 39852-352931

NAME OF SUBMITTER: Sarah P. Harrell

SIGNATURE: /sharrell/

DATE SIGNED: 03/10/2022

Total Attachments: 6

source=FOR FILING WITH USPTO Assignment - Nivel - STW Offroad - House of Traction - Global Powersport#page1.tif

source=FOR FILING WITH USPTO Assignment - Nivel - STW Offroad - House of Traction - Global Powersport#page2.tif

source=FOR FILING WITH USPTO Assignment - Nivel - STW Offroad - House of Traction - Global Powersport#page3.tif

source=FOR FILING WITH USPTO Assignment - Nivel - STW Offroad - House of Traction - Global Powersport#page4.tif

source=FOR FILING WITH USPTO Assignment - Nivel - STW Offroad - House of Traction - Global Powersport#page5.tif

source=FOR FILING WITH USPTO Assignment - Nivel - STW Offroad - House of Traction - Global Powersport#page6.tif

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment dated as of February 28, 2022, is made by and among Nivel Parts & Manufacturing Co., LLC, a Delaware limited liability company (the “Assignee”), STW Offroad, LLC, a Louisiana limited liability company (“STW Offroad”), House of Traction, LLC, a California limited liability company (“House of Traction”), Global Powersport Resources, LLC (“GPR”), and Craig Petersen (“Owner” and, together with STW Offroad, House of Traction and GPR, the “Assignors” and each an “Assignor”).

WHEREAS, pursuant to that certain Asset Purchase Agreement (the “Purchase Agreement”), dated as of the date hereof, by and among Assignee, STW Offroad, House of Traction and Owner, STW Offroad and House of Traction have agreed to assign to Assignee or its designee the Intellectual Property, including, to the extent assignable, all permits, licenses, franchises, authorizations and other intangible rights of the Assignors relating to the Intellectual Property (terms not defined herein shall have the meanings assigned to them in the Purchase Agreement);

WHEREAS, the Intellectual Property includes (i) the trademark registrations and applications listed on Schedule 1 attached hereto for the goods and/or services identified therein (the “Marks”); (ii) the issued patents and patent applications listed on Schedule 2 attached hereto (the “Patents”); (iii) the copyright registrations listed on Schedule 3 attached hereto (the “Copyrights”); and (iv) the domain names, websites, URLs (Uniform Resource Locaters), URIs (Uniform Resource Indicators), and URNs (Uniform Resource Names) listed on Schedule 4 attached hereto; and

WHEREAS, pursuant to the Purchase Agreement, Assignee desires to acquire the Intellectual Property, including the Marks, the Patents, the Copyrights, the domain names, websites, URLs, URIs, URNs and any and all goodwill associated with the foregoing.

NOW, THEREFORE, Assignors, for and in consideration of the Purchase Price, and other good and valuable consideration as set forth in the Purchase Agreement, hereby grant, bargain, sell, assign, alienate, remise, release, convey, transfer, set over, confirm and deliver unto Assignee, its successors and assigns, forever, free and clear of all Encumbrances, all of Assignors’ right, title, benefit and interest in and to the Intellectual Property, including without limitation all of Assignors’ right, title, and interest in and to each of the Marks, the Patents, the Copyrights, the domain names, websites, URLs, URIs and URNs, along with the following:

- (a) the goodwill of the Business symbolized by and associated with the Intellectual Property;
- (b) that portion of Assignors’ business in connection with which it has a bona fide intent to use the Marks that were filed on an intent-to-use basis and for which an Amendment to Allege Use or a Statement of Use has not yet been filed and accepted by the relevant Trademark Office or other governing authority; and

- (c) all rights to proceeds of the Intellectual Property, including, without limitation, any claim by Assignors against third parties for past, present, or future infringement of the Intellectual Property.

FURTHERMORE, the Assignors, for and in consideration of the Purchase Price, and other good and valuable consideration as set forth in the Purchase Agreement, hereby grant, bargain, sell, assign, alienate, remise, release, convey, transfer, set over, confirm and deliver unto Assignee, its successors and assigns, forever, free and clear of all Encumbrances, all of the Assignors' right, title, benefit and interest in and to the Intellectual Property.

1. Assignors covenant and agree that, at any time and from time to time, they will, upon the reasonable written request of the Assignee or any designee thereof, but at the sole cost and expense of Assignee, do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, instruments, transfers, powers of attorney or assurances as may be required for the better assigning, transferring, granting, conveying, assuring and confirming to the Assignee or its designee, or for aiding and assisting in the collection of or reducing to possession by the Assignee or its designee of, any of the Intellectual Property.

2. The provisions hereof shall inure to the benefit of and be binding upon the successors, assigns and legal representatives of the Assignors, the Assignee and its designee.

3. This Intellectual Property Assignment may be executed by facsimile or in one or more counterparts, each of which will be deemed to be an original copy of this Intellectual Property Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

4. This Intellectual Property Assignment is delivered pursuant to the Purchase Agreement, and the provisions of this Intellectual Property Assignment and the transfer of the property hereunder are made subject to the terms and provisions of the Purchase Agreement.

5. This Intellectual Property Assignment may not be amended, supplemented or otherwise modified except in a written document executed by the party against whose interest the modification will operate.

6. This Intellectual Property Assignment shall be governed and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be performed entirely within such State.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Intellectual Property Assignment as of the date first above written.

ASSIGNEE:

NIVEL PARTS & MANUFACTURING CO., LLC

By: 
Name: Brett Hankey
Title: Chief Executive Officer

ASSIGNORS:

STW OFFROAD, LLC

By: _____
Name: _____
Title: _____

HOUSE OF TRACTION, LLC

By: _____
Name: _____
Title: _____

GLOBAL POWERSPORT RESOURCES, LLC

By: _____
Name: _____
Title: _____

Craig Petersen

IN WITNESS WHEREOF, the parties hereto have duly executed this Intellectual Property Assignment as of the date first above written.

ASSIGNEE:

NIVEL PARTS & MANUFACTURING Co., LLC

By: _____
Name: Brett Hankey
Title: Chief Executive Officer

ASSIGNORS:

STW OFFROAD, LLC

DocuSigned by:
By: Craig Petersen
Name: Craig Petersen
Title: mgr

HOUSE OF TRACTION, LLC

DocuSigned by:
By: Craig Petersen
Name: Craig Petersen
Title: mgr




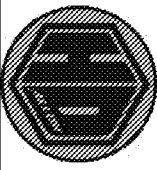


GLOBAL POWERSPORT RESOURCES, LLC

DocuSigned by:
By: Craig Petersen
Name: Craig Petersen
Title: mgr

DocuSigned by:
Craig Petersen
14EA682144264C1...
Craig Petersen

SCHEDULE 1

TRADEMARKS

Trademark	Country	Application/ Registration No.	Filing/ Registration Date	Current Owner	Notes
	U.S.	5534180	08/07/2018	House of Traction, LLC 4080 Hickory Tree Lane Yorba Linda, CA 92886	Alive
SYSTEM 3 OFF-ROAD	U.S.	5570955	09/25/2018	Global Powersport Resources LLC 4080 Hickory Tree Lane Yorba Linda, CA 92886	Alive
SAND DRIFTER	U.S.	5112299	01/03/2017	Global Powersport Resources LLC 4080 Hickory Tree Lane Yorba Linda, CA 92886	Alive
	U.S.	86/869755	01/08/2016	Global Powersport Resources LLC 4080 Hickory Tree Lane Yorba Linda, CA 92886	Dead
	U.S.	86/947814	03/21/2016	Global Powersport Resources LLC 4080 Hickory Tree Lane Yorba Linda, CA 92886	Dead
	U.S.	86/947811	03/21/2016	Global Powersport Resources LLC 4080 Hickory Tree Lane Yorba Linda, CA 92886	Dead
	U.S.	86/869746	01/08/2016	Global Powersport Resources LLC 4080 Hickory Tree Lane Yorba Linda, CA 92886	Dead
	U.S.	86/869741	01/08/2016	Global Powersport Resources LLC 4080 Hickory Tree Lane Yorba Linda, CA 92886	Dead

Trademark	Country	Application/ Registration No.	Filing/ Registration Date	Current Owner	Notes
ROCTANE	U.S.	4393790	08/27/2013	Global Powersport Resources LLC 4080 Hickory Tree Lane Yorba Linda, CA 92886	Alive
DOUBLE CROSS	U.S.	4408169	09/24/2013	Global Powersport Resources LLC 4080 Hickory Tree Lane Yorba Linda, CA 92886	Alive
TECH 2	U.S.	5234243	07/04/2017	Global Powersport Resources LLC 4080 Hickory Tree Lane Yorba Linda, CA 92886	Alive
TECH 4	U.S.	5193300	05/02/2017	Global Powersport Resources LLC 4080 Hickory Tree Lane Yorba Linda, CA 92886	Alive
OUT & BACK	U.S.	5119587	01/10/2017	Global Powersport Resources LLC 4080 Hickory Tree Lane Yorba Linda, CA 92886	Alive
CHICANE	U.S.	4975202	06/14/2016	Global Powersport Resources LLC 4080 Hickory Tree Lane Yorba Linda, CA 92886	Alive

TRADEMARK

REEL: 007656 FRAME: 0019

RECORDED: 03/10/2022