

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM720431

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jocy, Inc.		03/31/2022	Corporation: SOUTH DAKOTA
RECEIVING PARTY DATA			
Name:	Nivel Parts & Manufacturing Co., LLC		
Street Address:	3510-1 Port Jacksonville Pkwy		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32226		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6189794	EPI	
CORRESPONDENCE DATA			
Fax Number:	2156892799		
<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:	215-569-5463		
Email:	blake.fink@blankrome.com		
Correspondent Name:	Blake D. Fink		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	164002-00101		
NAME OF SUBMITTER:	Blake D. Fink		
SIGNATURE:	/Blake D. Fink/		
DATE SIGNED:	04/11/2022		
Total Attachments: 5			
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OP \$40.00 6189794

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment Agreement”) is made and entered into effective as of March 31, 2022, by and between Nivel Parts & Manufacturing Co., LLC, a Delaware limited liability company (“Assignee”), and Jocy, Inc., a South Dakota corporation (“Assignor”). Capitalized terms used herein without definitions will have the respective meanings set forth in the Purchase Agreement (defined below).

WHEREAS, Assignor, Assignee, and the Owners are parties to that certain Asset Purchase Agreement dated as of the same date hereof (the “Purchase Agreement”); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to convey to Assignee all of the respective rights, title, and interests that Assignor has (or may be deemed to have) in all of the Intangibles owned by Assignor and used in its operation or conduct of the Business, including but not limited to the Intangibles set forth on Schedule A attached hereto, and including all going concern value, goodwill, and derivations thereof (collectively, the “Assigned IP Rights”).

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. The Assignor hereby absolutely, irrevocably and unconditionally conveys, assigns, transfers and agrees to assign and deliver to Assignee and its successors and assigns forever, without any restrictions, limitations or reservations, all of Assignor’s right, title and interest in and to the Assigned IP Rights, as fully and entirely as the same would have been held and enjoyed by Assignor had this IP Assignment Agreement not been made, including (i) any and all rights of priority thereto and renewals thereof, as may now or hereafter be granted to it by law, (ii) all income, royalties or payments now or hereafter due or payable with respect thereto, and (iii) any and all rights corresponding thereto throughout the world, including rights, interests, claims and demands recoverable at law or in equity that Assignor has or may have in profits and damages for past, present and future infringements of such Assigned IP Rights, including the right to compromise, sue for and collect such profits and damages, and Assignee does hereby accept assignment of the Assigned IP Rights from Assignor.

2. Successors and Assigns. This IP Assignment Agreement will bind and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this IP Assignment Agreement.

3. Terms of the Purchase Agreement. This IP Assignment Agreement is subject to the terms, conditions, representations and covenants set forth in the Purchase Agreement. Nothing in this IP Assignment Agreement, express or implied, is intended or will be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of the parties as set forth in the Purchase Agreement. In the event of any ambiguity or conflict between the terms hereof and the Purchase Agreement, the terms of the Purchase Agreement are controlling.

4. Further Assurances. Assignor, for itself and its successors and assigns, hereby agrees to execute and deliver such other documents of conveyance, assignment, assumption or transfer, and to take such other action as may be reasonably required to effectively consummate the assignments contemplated by this IP Assignment Agreement.

5. Recordation. This IP Assignment Agreement has been executed and delivered by Assignor with the intention of recording the assignment herein with the U.S. Patent and Trademark Office and similar Governmental Bodies throughout the world, as applicable, and Assignee will have the right to record this Assignment with any applicable Governmental Body so as to perfect their ownership of the Assigned IP Rights.

6. Severability; Amendment. Should any term or provision of this IP Assignment Agreement be held to any extent unenforceable, invalid, or prohibited under law, then such provision shall be deemed restated to reflect the original intention of the parties as nearly as possible in accordance with applicable law and the remainder of this IP Assignment Agreement. The application of such term or provision to persons, property, or circumstances other than those as to which it is invalid, unenforceable, or prohibited, shall not be affected by such invalidity, unenforceability, or prohibition, and each term and provision of this IP Assignment Agreement shall be valid and enforceable to the fullest extent permitted by law. This IP Assignment Agreement may not be amended except by execution and delivery of an instrument in writing signed by officers of Assignor and Assignee on behalf of Assignor and Assignee.

7. Governing Law; Forum. This IP Assignment Agreement will be governed by the Laws of the State of Delaware, without giving effect to choice of laws principles that would require or permit application of the Laws of another jurisdiction. Each party hereto agrees that any claim relating to this IP Assignment Agreement will be brought solely in the state or federal courts located in the State of Delaware, and all objections to personal jurisdiction and venue in any action, suit or proceeding so commenced are hereby expressly waived by all parties hereto.

8. Interpretation. This IP Assignment Agreement has been freely negotiated and entered into by each party hereto. A party's role in drafting this IP Assignment Agreement shall not be a basis for construing this Assignment in any manner against such party.

9. Headings. Section headings are for reference only and shall not affect the interpretation of this IP Assignment Agreement.


10. Counterparts. This IP Assignment Agreement may be executed in two counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies of this IP Assignment Agreement with signatures transmitted by facsimile or electronically (including without limitation, DocuSign or .pdf format) will be deemed to be original signed versions of this IP Assignment Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement to be effective as of the date first written above.

ASSIGNOR:

JOCY, INC.

By: 
Name: Darcy D. Harbott
Title: Vice President

ASSIGNEE:

**NIVEL PARTS & MANUFACTURING
CO., LLC**

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

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 007688 FRAME: 0060

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement to be effective as of the date first written above.

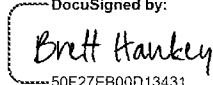
ASSIGNOR:

JOCY, INC.

By: _____
Name: Darcy D. Harbott
Title:

ASSIGNEE:

**NIVEL PARTS & MANUFACTURING
CO., LLC**

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

[Signature Page to Intellectual Property Assignment Agreement]