

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM722276

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pit Rho Corporation		04/07/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	General Motors LLC		
Street Address:	300 Renaissance Center		
City:	Detroit		
State/Country:	MICHIGAN		
Postal Code:	48265-3000		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4629117	PIT RHO	
CORRESPONDENCE DATA			
Fax Number:	3136654976		
<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:	313-665-4719		
Email:	timothy.g.gorbatoff@gm.com		
Correspondent Name:	Timothy G. Gorbatoff		
Address Line 1:	300 Renaissance Center		
Address Line 2:	MC#482-C24-A68		
Address Line 4:	Detroit, MICHIGAN 48265-3000		
ATTORNEY DOCKET NUMBER:	PIT RHO - Assignment		
NAME OF SUBMITTER:	Timothy G. Gorbatoff		
SIGNATURE:	/TGG/		
DATE SIGNED:	04/19/2022		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”), dated as of April 7, 2022, is made by and between Pit Rho Corporation, a Delaware corporation (the “Assignor”) and General Motors LLC, a Delaware limited liability company (the “Assignee”).

W I T N E S S E T H:

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement dated as of April 7, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Purchase Agreement”);

WHEREAS, pursuant to the Purchase Agreement, the Assignor hereby agrees to sell, assign, transfer and deliver to the Assignee, and the Assignee hereby agrees to purchase and acquire from the Assignor, all of the Assignor’s right, title and interest in, to and under all trademarks necessary for the conduct of the Business as currently conducted, including the trademarks listed in Schedule 1 hereto, together with all goodwill of any business associated therewith and all applications, registrations and renewals in connection therewith (the “Assigned Trademarks”); and

WHEREAS Assignor is the owner of all right, title and interest in, to and under the Assigned Trademarks.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein and in the Purchase Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Definitions. Capitalized terms used herein and not defined herein have the meanings set forth in the Purchase Agreement.

Section 2. Assignment. Assignor hereby sells, transfers, conveys, assigns and delivers to the Assignee, and the Assignee hereby purchases, assumes and accepts from the Assignor, all of the Assignor’s right, title and interest in, to and under the Assigned Trademarks, including without limitation, (a) all income, royalties, profits, and damages related thereto; (b) the right, if any, to register, prosecute, maintain and defend the Assigned Trademarks before any public or private agency or registrar; (c) the right to bring actions, defend against or otherwise recover damages or other compensation for past, present or future infringements, dilutions, misappropriations, or other violations of the Assigned Trademarks, including the right to sue and obtain equitable relief in respect of such infringements, dilutions, misappropriations and other violations; and (d) the right to fully and entirely stand in the place of the Assignor in all matters related thereto.

Section 3. Governing Law. Any disputes arising out of or relating to this Agreement, including, without limitation, to its execution, performance or enforcement, shall be governed by, and construed in accordance with, the Laws of the State of Delaware,

regardless of the Laws that might otherwise govern under applicable principles of conflicts of Laws thereof.

Section 4. Entire Agreement. This Agreement, together with the Purchase Agreement, and the Exhibits and Schedules hereto and thereto, contain the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings between the parties hereto with respect to the subject matter hereof other than those set forth or referred to herein or therein. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by any party hereto, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of each party hereto. The parties hereto intend that this Agreement is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Purchase Agreement, which govern the parties' rights and interests in the Assigned Trademarks. In the event of a conflict between this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall govern.

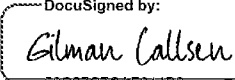
Section 5. Counterparts. This Agreement may be executed in one or more counterparts, all of which counterparts shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other party. This Agreement may be executed by facsimile or PDF signature and scanned and exchanged by electronic mail, and such facsimile or PDF signature or scanned and exchanged copies shall constitute an original for all purposes.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ASSIGNOR:

PIT RHO CORPORATION

By: 

Name: Gilman Callsen

Title: CEO

ASSIGNEE:

GENERAL MOTORS LLC





By: _____

Name: Steve Carlisle

Title: GM Executive Vice President and President,
GM North America

Schedule 1

Assigned Trademarks

Mark	Jurisdiction	Registration No.	Registration Date	Application No.	Filing Date
PIT RHO	US	4,629,117	Oct. 28, 2014	85/672,554	July 10, 2012
	US	N/A	N/A	N/A	N/A
	US	N/A	N/A	N/A	N/A

[Schedule 1 to Trademark Assignment Agreement]