

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM728657

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sumitomo Rubber Industries, Ltd		05/13/2022	Corporation: JAPAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dealer Tire, LLC		
<b>Street Address:</b>	7012 Euclid Avenue		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44103		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5542317	GEOTOUR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2163634588		
<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>			
<b>Phone:</b>	2163634677		
<b>Email:</b>	dpoirier@beneschlaw.com		
<b>Correspondent Name:</b>	DUNCAN POIRIER		
<b>Address Line 1:</b>	200 PUBLIC SQUARE		
<b>Address Line 2:</b>	SUITE 2300		
<b>Address Line 4:</b>	CLEVELAND, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	26213-271		
<b>NAME OF SUBMITTER:</b>	Duncan Poirier		
<b>SIGNATURE:</b>	/Duncan Poirier/		
<b>DATE SIGNED:</b>	05/18/2022		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement, (the “**Agreement**”), dated as of May 13th, 2022 (the “**Effective Date**”), is entered into by and between Sumitomo Rubber Industries, Ltd, a Japanese corporation with a principal place of business at 6-9 Wakinohama-cho 3-chome Chuo-ku Kobe-shi Hyogo, Japan 651-0072 (the “**Assignor**” or “**SRI**”), and Dealer Tire, LLC , a Delaware limited liability company with a principal place of business at 7012 Euclid Avenue, Cleveland, Ohio, U.S.A. 44103 (the “**Assignee**” or “**Dealer Tire**”). SRI and Dealer Tire are sometimes referred to herein individually as a “**Party**” and jointly as the “**Parties**” to this Agreement.

WHEREAS, SRI owns trademark registrations for GeoTour in the United States, Canada and Thailand, as more particularly described in Schedule A attached hereto (the “**Trademark Registrations**”)

WHEREAS, Dealer Tire wishes to acquire from SRI, and SRI wishes to transfer to Dealer Tire, all of SRI’s right, title, and interest in and to the Trademark Registrations.

WHEREAS, the Parties have agreed to execute this document as well as the country specific assignment for Thailand.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties, intending to be legally bound, hereto agree as follows:

1. Assignment. The Assignor hereby assigns, transfers, and conveys to the Assignee the Assignor’s entire and undivided right, title and interest, whether now existing or hereafter acquired, in and to the Trademark Registrations, together with all the associated goodwill arising from the Assignor’s use of the Trademark Registrations, as well as all rights to injunctive relief, damages and profits, due or accrued, arising out of all causes of action, past, present and future, pertaining to the Trademark Registrations, including infringement of the Trademark Registrations, or other violations, or injury to the said goodwill, and the right to sue, either at law or in equity, and recover the same in the Assignee’s own name. As a consideration for the assignment of the trademark rights in and to the Trademark Registrations set forth in this Article 1, the Assignee shall pay to the Assignor the purchase price that is separately agreed between the Parties.

2. Recordation and Further Actions. Immediately upon the Effective Date, the Assignee, at its sole cost and expense (including, without limitation, reasonable attorney’s fees), may commence any and all procedures with the United States Patent and Trademark Office, the Canadian Intellectual Property Office and the Thailand Department of Intellectual Property necessary to transfer the Trademark Registrations from the Assignor to the Assignee. The Assignor agrees to do all acts and take such further action, at the Assignee’s sole cost and expense (including, without limitation, reasonable attorney’s fees), including the execution and acknowledgment of such additional documents as the Assignee may reasonably request, to transfer ownership of the Trademark Registrations to the Assignee and fulfill the purposes and intent of this Agreement including, but not limited to, assignments, transfers and related powers of attorney.

3. Representations and Warranties. The Assignor hereby represents and warrants to the Assignee that the Assignor owns all right, title, and interest in and to the Trademark Registrations, free and clear of liens, security interests and other encumbrances. The Assignor has made all required filings with respect to the Trademark Registrations and all fees have been paid as of the Effective Date. Notwithstanding the foregoing, nothing in this Agreement shall be construed as a representation or warranty by the Assignor that any of the Trademark Registrations and all rights therein are valid, or any use of the trademarks listed in Schedule A shall not infringe any trademark rights or intellectual property rights owned by any third party.

4. Indemnity by Assignor. The Assignor shall defend, indemnify and hold harmless the Assignee, its affiliates and their respective shareholders, directors, officers and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including attorneys' fees and disbursements arising from or relating to any breach by the Assignor of its representations, warranties and other obligations hereunder.

5. Indemnity by Assignee. The Assignee shall defend, indemnify and hold harmless the Assignee, its affiliates and their respective shareholders, directors, officers and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including attorneys' fees and disbursements arising from or relating to the Assignee's use of the Registered Trademarks on and after the Effective Date.

6. General.

(a) Governing Law. This Agreement is governed by and construed in accordance with the laws of the United States.

(b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their permitted successors in interest and assigns.

(c) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

(d) Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto with regard to the matters contained herein and supersedes any prior written or oral agreements between the Parties hereto with regard to the matters.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment Agreement to be duly executed.

ASSIGNOR: Sumitomo Rubber Industries, Ltd:

By:  \_\_\_\_\_  
Name: Tetsuo Shimizu  
Title: General Manager of Brand Management Dept.  
Date: May 13, 2022

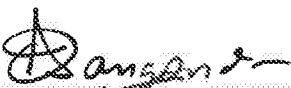
ASSIGNEE: Dealer Tire, LLC:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ASSIGNOR: Sumitomo Rubber Industries, Ltd:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE: Dealer Tire, LLC:

By:  \_\_\_\_\_  
Name: ORLANDO DAGONO  
Title: VP - SUPPLY CHAIN

**SCHEDULE A**  
**Trademark Registrations**

<i>Trademark</i>	<i>Country</i>	<i>Registration No.</i>	<i>Registration Date</i>
GeoTour	United States	5542317	August 14, 2018
GeoTour	Canada	TMA1017096	March 12, 2019
GeoTour	Thailand	181126077	November 20, 2018