

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM747666

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900702053		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nickels Performance LLC		06/10/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Nickels Performance Distributors, LLC		
Also Known As:	Nickel's Performance Distributors, LLC		
Street Address:	1200 Southeast Avenue		
City:	Tallmadge		
State/Country:	OHIO		
Postal Code:	44278		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2800078	ENGINE WORKS	
Registration Number:	2878683	ENGINE WORKS	
Registration Number:	2800046	ENGINE WORKS	
Registration Number:	2790997	NICKELS PERFORMANCE	
Registration Number:	2410617	NICKELS	
CORRESPONDENCE DATA			
Fax Number:	3302586559		
<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:	330-376-5300		
Email:	ipdocketakron@bdblaw.com		
Correspondent Name:	Timothy A. Hodgkiss		
Address Line 1:	3800 Embassy Parkway, Suite 300		
Address Line 4:	Akron, OHIO 44333		
ATTORNEY DOCKET NUMBER:	02823.1358		
NAME OF SUBMITTER:	Timothy A. Hodgkiss		
SIGNATURE:	/Timothy A. Hodgkiss/		

DATE SIGNED:	08/11/2022
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Total Attachments: 5
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment Agreement**”) is made as of the 10th day of June, 2022, by and between Nickels Performance Distributors, LLC, fka Nickel’s Performance Distributors, LLC, an Ohio limited liability company (“**Assignee**”) having a principal place of business at 1200 Southeast Ave., Tallmadge, Ohio 44278, and Nickels Performance LLC, a Delaware limited liability company (“**Assignor**”). Capitalized terms used herein without definitions will have the respective meanings set forth in the Purchase Agreement (defined below).

WHEREAS, Assignor and Assignee are parties to that certain Agreement For Purchase of Assets, dated June 1, 2022 (the “**Purchase Agreement**”), pursuant to which Assignee will purchase certain assets of Assignor used in the Business, effective as of the date hereof; 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 the Intellectual Property of the Business, including, without limitation, the Intellectual Property listed on Schedule 3.13(c) of the Purchase Agreement and attached hereto as **Exhibit A**.

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

1. Assignment. Assignor hereby sells, transfers, conveys and assigns to Assignee all of Assignor’s right, title and interest in, under and to, all of Assignor’s Intellectual Property of the Business, including but not limited to the Intellectual Property listed on Schedule 3.13(c) of the Purchase Agreement and attached hereto as **Exhibit A**, including all Trademarks and registrations thereof specified therein, together with the goodwill associated therewith and symbolized thereby, and to hold the same for the sole exclusive benefit of Assignee, and in and to any claims for damages by reason of past or future infringement of the Trademarks, with the right to sue for and collect the same for its own use and benefit and for the use and benefit of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had the sale, assignment and transfer not been made.

2. Successors and Assigns. This IP Assignment Agreement will bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

3. Terms of the Purchase Agreement. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement will not be superseded by this IP Assignment Agreement but will remain in full force and effect to the full extent provided in the Purchase Agreement. In the event of any irreconcilable conflict or inconsistency between the terms of the Purchase Agreement and the terms of this IP Assignment Agreement, the terms of the Purchase Agreement will govern.

4. Further Assurances. Assignor, for itself and its successors and assigns, hereby covenants and agrees to execute and deliver such other documents and instruments of sale, conveyance, assignment, or transfer, and to take such other lawful actions as may be reasonably requested by

Assignee or its successors and assigns to more effectively consummate the assignments contemplated by this IP Assignment Agreement.

5. Governing Law; Forum; Waiver of Jury Trial. Any dispute arising out of or relating to the negotiation, execution, delivery, interpretation, performance, non-performance or enforcement of this IP Assignment Agreement will be governed by the terms of the Purchase Agreement.

6. 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 (e.g., pdf) 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 Effective Date.

ASSIGNEE:

NICKELS PERFORMANCE DISTRIBUTORS,
LLC

By: Patrick M. Rawley

Name: Patrick M. Rawley

Its: Manager

ASSIGNOR:

NICKELS PERFORMANCE LLC

By: _____

Name: _____

Its: _____

[Signature Page to IP Assignment Agreement]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement to be effective as of the Effective Date.

ASSIGNEE:

NICKELS PERFORMANCE DISTRIBUTORS,
LLC

By: _____

Name: Patrick M. Rawley

Its: Manager

ASSIGNOR:

NICKELS PERFORMANCE LLC

By: Joseph J. Levanduski

Name: JOSEPH J. LEVANDUSKI


Its: EVP & CFO / COO

[Signature Page to IP Assignment Agreement]

EXHIBIT A

Schedule 3.13(c)

Intellectual PropertyTrademarks

Owner	Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
Nickels Performance LLC		United States	76488125	02/07/03	2800078	12/30/03	Registered
Nickels Performance LLC	ENGINE WORKS	United States	76510435	04/29/03	2878683	8/31/04	Registered
Nickels Performance LLC	ENGINE WORKS	United States	76486067	01/30/03	2800046	12/30/03	Registered
Nickels Performance LLC	NICKELS PERFORMANCE	United States	76487122	09/16/03	2790997	12/09/03	Registered
Nickels Performance LLC	NICKELS	United States	75874517	12/17/99	2410617	12/05/00	Registered