

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764847

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
E & P INVESTMENTS LLC		10/25/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Turbo Wholesale Holdings, LLC		
Street Address:	5793 Martin Road		
City:	Irwindale		
State/Country:	CALIFORNIA		
Postal Code:	91706		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6088857	RBP	
Registration Number:	4851918	SLAYER	
Registration Number:	4748487	ROLLING BIG POWER	
Registration Number:	4748472	R RBP	
Registration Number:	3497324	LEXANI	
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:	2138915031		
Email:	jreider@buchalter.com		
Correspondent Name:	Jessie Reider Cristo		
Address Line 1:	1000 Wilshire Blvd., Suite 1500		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
NAME OF SUBMITTER:	Jessie Reider Cristo		
SIGNATURE:	/jrc/		
DATE SIGNED:	11/01/2022		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“IP Assignment Agreement”), is made and entered into as of October 25, 2022 (the “Effective Date”), by and between E & P Investments, LLC a California limited liability company with an address of 5793 Martin Rd., Irwindale, California, 91706 (“Assignor”), and Turbo Wholesale Holdings, LLC, a Delaware limited liability company with an address of 5793 Martin Road, Irwindale, California, 91706 (“Assignee” and together with Assignor, the “Parties” and each, individually, a “Party”).

WHEREAS, Assignor desires to assign to Assignee certain intellectual property, and Assignee desires to acquire from Assignor certain intellectual property;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, assigns, transfers and delivers to Assignee and its successors and assigns its entire right, title and interest in and to the intellectual property set forth on Schedule A, together with any and all goodwill connected with and symbolized by the foregoing (collectively, the “Intellectual Property”), as well as the underlying business that is ongoing and existing symbolized by the Intellectual Property, and all common law rights to the Intellectual Property, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, as assignee of its respective entire right, title and interest therein, including all rights in and to all income, royalties, damages and payments hereafter due or payable with respect thereto, all causes of action (whether in law or in equity) with respect thereto, and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this IP Assignment Agreement.
2. Filing and Recordation. The Parties hereto agree that Assignee shall promptly file and record this IP Assignment Agreement, or the equivalent of this IP Assignment Agreement to the extent required, with the appropriate Governmental Authority as necessary to record Assignee as the assignee and owner of the Intellectual Property. Assignor and Assignee authorize and request that the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdictions, record Assignee as the assignee and owner of the Intellectual Property and register the registrations, from any pending applications included in the Intellectual Property to Assignee upon issuance or registration.
3. Assistance. From time to time hereafter, and without further consideration, Assignor shall execute and deliver, or shall cause to be executed and delivered, such further instruments of conveyance and transfer as Assignee may reasonably request to effect, consummate, confirm or evidence the transfer to Assignee, its successors and assigns of all of its Intellectual Property in accordance with the foregoing and as may be reasonably necessary to carry out of the intentions and purposes of this IP Assignment Agreement. If Assignee or its successor or assignee is unable, after reasonable effort, to obtain a signature of Assignor on a document reasonably necessary to perfect the transfer or assignment of the Intellectual Property, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as Assignor’s agents and attorneys-in-fact to act for and on Assignor’s behalf and

instead of Assignor, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of this IP Assignment Agreement with the same legal force and effect as if executed by Assignor. Each Party shall pay its own costs incurred to comply with its obligations hereunder.


4. Successors. This IP Assignment Agreement shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
5. Counterparts. This IP Assignment Agreement may be executed in one or more counterparts (including by means of DocuSign (or similar) or transmission in portable document format (.pdf)), all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterpart.

[Signature Pages to Follow]

IN WITNESS WHEREOF, Assignor and Assignee caused this IP Assignment Agreement to be duly executed as of the date first written above.

ASSIGNOR:

E & P INVESTMENTS LLC

DocuSigned by:

By: _____
Name: Hovsep Boyajian
Title: Manager

IN WITNESS WHEREOF, Assignor and Assignee caused this IP Assignment Agreement to be duly executed as of the date first written above.


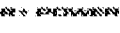

ASSIGNEE:




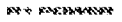

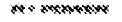
Turbo Wholesale Holdings, LLC




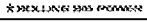



DocuSigned by:
By: Sarkis Sepetjian
Name: Sarkis Sepetjian
Title: Manager




Schedule A

Intellectual Property

<u>Trademark:</u>	<u>Owner:</u>	<u>Jurisdiction:</u>	<u>Serial No./ Registration Number:</u>
RBP	E & P INVESTMENTS LLC	United States	6088857
SLAYER	E & P INVESTMENTS LLC	United States	4851918
ROLLING BIG POWER	E & P INVESTMENTS LLC	United States	4748487
R RBP and DESIGN 	E & P INVESTMENTS LLC	United States	4748472
LEXANI	E & P INVESTMENTS LLC	United States	3497324
LEXANI	E & P INVESTMENTS LLC	Philippines	
LEXANI	E & P INVESTMENTS LLC	Argentina	2348933
ROLLING BIG POWER	E & P INVESTMENTS, LLC	WIPO (Australia, China, EU)	1163802
R R POWER and DESIGN 	E & P INVESTMENTS, LLC	WIPO (EU, Japan)	1268732
R RBP and DESIGN 	E & P INVESTMENTS, LLC	WIPO (Australia, E.U., Japan)	1162382
LEXANI	E & P Investments, LLC	Australia	1795521

<u>Trademark:</u>	<u>Owner:</u>	<u>Jurisdiction:</u>	<u>Serial No./ Registration Number:</u>
LEXANI	E & P Investments, LLC	Brazil	901550809
LEXANI	E & P Investments, LLC	China	7264782
LEXANI	E & P Investments, LLC	Indonesia	IDM000856898
LEXANI	E & P Investments, LLC	Canada	TMA845454
RBP and DESIGN 	E & P Investments, LLC	United Kingdom	UK00801162382
R POWER and DESIGN 	E & P Investments, LLC	United Kingdom	UK00801268732
ROLLING BIG POWER	E & P Investments, LLC	United Kingdom	UK00801163802
RBP and DESIGN 	E & P Investments, LLC	Mexico	2310361
R POWER and DESIGN 	E & P Investments, LLC	Mexico	2310367
ROLLING BIG POWER REPULSOR MT	E & P Investments, LLC	China	58959230
ROLLING BIG POWER REPULSOR MT	E & P Investments, LLC	China	61024857
R R POWER and Design 	E & P Investments, LLC	Australia	2111067
ROLLING BIG POWER	E & P Investments, LLC	Mexico	2105097
ROLLING BIG POWER	E & P Investments, LLC	Korea	4016833430000
R POWER and DESIGN	E & P Investments, LLC	Korea	40-1648856
RBP and DESIGN 	E & P Investments, LLC	Korea	40-1648855
LEXANI	E & P Investments, LLC	Taiwan	02068378

<u>Trademark:</u>	<u>Owner:</u>	<u>Jurisdiction:</u>	<u>Serial No./ Registration Number:</u>
R POWER & Design 	E & P Investments LLC	Taiwan	02130388
ROLLING BIG POWER	E & P Investments LLC	Taiwan	02081930
RBP ROLLING BIG POWER & Design 	E & P Investments, LLC	Vietnam	4-2019-49607
ROLLING BIG POWER	E & P Investments, LLC	China	56092185
R POWER and Design 	E & P Investments, LLC	Vietnam	4-2019-49608
LEXANI	E & P Investments, LLC	Vietnam	4-0401210-000
ROLLING BIG POWER	E & P Investments, LLC	Vietnam	4-0401209-000
ROLLING BIG POWER	E & P Investments, LLC	Japan	6422452
ROLLING BIG POWER and DESIGN 	E & P Investments, LLC	Thailand	190137588
RBP and DESIGN 	E & P Investments, LLC	Thailand	190137587
R POWER and DESIGN 	E & P Investments, LLC	Malaysia	TM2019046171
LEXANI and DESIGN	E & P Investments, LLC	Malaysia	TM2019046168
ROLLING BIG POWER and Design 	E & P Investments, LLC	Malaysia	TM2019046169
R RBP Rolling Big Power and Design	E & P Investments, LLC	Malaysia	TM2019046170

<u>Trademark:</u>	<u>Owner:</u>	<u>Jurisdiction:</u>	<u>Serial No./ Registration Number:</u>
R POWER and DESIGN R * POWER	E & P Investments, LLC	Thailand	190147723
RBP and DESIGN 	E & P Investments, LLC	Taiwan	2081929
LEXANI	E & P Investments, LLC	Taiwan	2068378
LEXANI	E & P Investments, LLC	Korea	40-1686776
LEXANI	E & P Investments, LLC	Korea	4009242040000
R RBP ROLLING BIG POWER and Design 	E & P Investments, LLC	Indonesia	IDM000856930
R STAR POWER Design and Design 	E & P Investments, LLC	Indonesia	IDM000856923
ROLLING BIG POWER	E & P Investments, LLC	Indonesia	IDM000856788
LEXANI	E & P Investments, LLC	Thailand	211115578
LEXANI	E & P Investments, LLC	Mexico	1106671
LEXANI	E & P Investments, LLC	EU	15774037
LEXANI	E & P Investments, LLC	UK	UK00915774037