

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM768581

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Agility Fuel Systems LLC		10/13/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Agility Fuel Solutions LLC		
Street Address:	3335 Susan Street, Suite 100		
City:	Costa Mesa		
State/Country:	CALIFORNIA		
Postal Code:	92626		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4464561	AGILITY	
Registration Number:	5991678	AGILITY	
Registration Number:	5476322	BLUE IQ	
Registration Number:	3420026	LPI	
Registration Number:	5566355	PROCAB	
Registration Number:	5586793	PRORAIL	
CORRESPONDENCE DATA			
Fax Number:	9497609502		
<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:	9497600404		
Email:	efiling@knobbe.com		
Correspondent Name:	Joseph A. R. Gerber		
Address Line 1:	Knobbe, Martens, Olson & Bear, LLP		
Address Line 2:	2040 Main Street, 14th Floor		
Address Line 4:	Irvine, CALIFORNIA 92614		
NAME OF SUBMITTER:	Joseph A. R. Gerber		
SIGNATURE:	/jarg/		
DATE SIGNED:	11/17/2022		

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Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as “Assignment”) is effective as of the 13th day of October, 2022, by and between **Agility Fuel Systems LLC**, a Delaware limited liability company having a place of business at 3335 Susan Street, Suite 100, Costa Mesa, California 92626 (hereinafter referred to as “Assignor”), and **Agility Fuel Solutions LLC**, a Delaware limited liability company having a place of business at 3335 Susan Street, Suite 100, Costa Mesa, California 92626 (hereinafter referred to as “Assignee”).

WHEREAS, Assignor has adopted, used, is using or using through a licensee and is, to the best of its knowledge and belief, the owner of the trademarks listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (the “Trademarks”) in those countries throughout the world where Assignor has used, applied for, and/or registered the Trademarks;

WHEREAS, Assignor has acquired goodwill associated with and symbolized by said Trademarks, and has not abandoned the same;

WHEREAS, Assignor is the owner of the trademark registrations relating to the Trademarks listed in Schedule B, attached hereto and incorporated herein by this reference (the “Registrations”);

WHEREAS, Assignee desires to acquire all rights, title, and interest in and to the Trademarks and Registrations worldwide, together with the goodwill, which is ongoing and existing, associated with the Trademarks; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title, and interest as Assignor may possess in and to the Trademarks and Registrations worldwide, together with the goodwill, which is ongoing and existing, associated with the Trademarks;

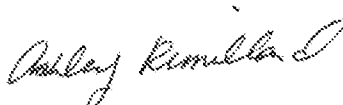
NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

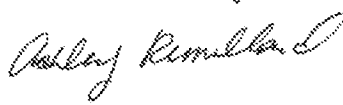
Assignor hereby assigns and transfers to Assignee all rights, title, and interest as Assignor may possess in and to the Trademarks set forth in Schedule A; the Registrations set forth in Schedule B; together with the goodwill, which is ongoing and existing, associated with the Trademarks and Registrations, and any other registered or unregistered trademarks or service marks owned or used anywhere in the world by Assignor or any of its licensees, and with any rights appurtenant thereto. This assignment includes, but is not limited to, all common law rights, trade name rights, causes of action, and the right to prosecute any claims of infringement or other causes of action concerning the Trademarks and Registrations, including the right to prosecute any claims that might have arisen prior to the date of this Assignment, concurrent with the transfer of certain tangible assets as indicia of said goodwill.

IN WITNESS WHEREOF, the parties to this Assignment have duly executed it effective as of the Effective Date.

Agility Fuel Systems LLC

Agility Fuel Solutions LLC

By: 

By: 

Name: Ashley Remillard

Name: Ashley Remillard

Title: Secretary

Title: Secretary

Date: October 13, 2022

Date: October 13, 2022

55946878

SCHEDULES TO TRADEMARK ASSIGNMENT

SCHEDULE A

Trademarks:

AGILITY







LPI

PROCAB

PRORAIL

SCHEDULE B

Worldwide Trademark Registrations:

Trademark	Country	Reg. No. Reg. Date
AGILITY	United States	4464561 14-Jan-2014
AGILITY	United States	5991678 18-Feb-2020
	United States	5476322 22-May-2018
	International Registration designating Germany, India, Iran, Mexico, Sweden and United Kingdom	1350057 20-Mar-2017
	Brazil	912496940 01-Oct-2019
	Canada	TMA1060821 25-Oct-2019
LPI	United States	3420026 29-Apr-2008
PROCAB	United States	5566355 18-Sep-2018
PROCAB	International Registration designating Colombia, Germany, India, Iran, Korea*, Mexico, Norway, Sweden and the United Kingdom	1350348 20-Mar-2017
PROCAB	Brazil	912496932 01-Oct-2019
PROCAB	Canada	TMA1047093 06-Aug-2019
PRORAIL	United States	5586793 16-Oct-2018
PRORAIL	International Registration designating China, Colombia, Germany, India, Iran, Korea*, Mexico, Norway, Sweden and the United Kingdom	1350339 16-Mar-2017
PRORAIL	Brazil	912435550 12-Feb-2019
PRORAIL	Canada	TMA1060813 25-Oct-2019