

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM778179

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LTV Commerce LLC		11/21/2022	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Adam's Polishes, LLC		
Street Address:	8225 North Valley Highway		
City:	Thornton		
State/Country:	COLORADO		
Postal Code:	80221		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5889704	TORQUE DETAIL	
CORRESPONDENCE DATA			
Fax Number:	7205364910		
<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:	7205364900		
Email:	shannon@nodiqlaw.com		
Correspondent Name:	Neugeboren O'dowd PC		
Address Line 1:	726 Front Street		
Address Line 2:	Suite 220		
Address Line 4:	Louisville, COLORADO 80027		
ATTORNEY DOCKET NUMBER:	1413.316.US		
NAME OF SUBMITTER:	Craig A. Neugeboren		
SIGNATURE:	/Craig A. Neugeboren/		
DATE SIGNED:	01/04/2023		
Total Attachments: 5			
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OP \$40.00 5889704

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is entered into and effective as of November 21, 2022 (the "Effective Date"), by and among LTV Commerce LLC, a New York limited liability company ("Assignor") and Adam's Polishes, LLC, a Colorado limited liability company ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of the date hereof, by and between Assignee, Assignor, Brian Ruther, and Francis Fanzilli (the "APA"), Assignor owns all right, title, interest, and goodwill in and to the intellectual property related to the Business (as such term is defined in the APA), including, without limitation, those items listed in the attached Schedule A herewith (collectively such intellectual property, the "Assigned IP"); and

WHEREAS, Assignor has agreed to assign, sell and transfer its entire right, title and interest in and to the Assigned IP to Assignee.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

Assignor does hereby assign, sell and transfer to Assignee, free and clear of all liens, security interests and other encumbrances, all of its respective right, title and interest, including common law right, title and interest, in and to the Assigned IP, together with (i) the goodwill of the business symbolized by and associated with the Assigned IP and (ii) all rights, remedies, defenses, whether known or unknown, past, present, or future, of any nature relating to the Assigned IP, including all rights to enforce any assignment of, license to, or confidentiality covenant with respect to, any Assigned IP. The rights, title and interest assigned under this Assignment shall be for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or 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.

Assignor agrees, without further consideration, to execute all oaths, assignments, powers of attorney, applications, and other papers reasonably necessary or appropriate to fully secure to Assignee the right, title and interest conveyed herein, and to take such further actions as may be reasonably requested by Assignee in order to carry out the provisions and purposes of this Assignment.

Assignor hereby authorizes and requests the Register of Copyrights, the United States Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign country, to record Assignee as the owner of any patents, registrations, or applications for registrations of the Assigned IP.

In the event that Assignor is unable or unwilling to fully perform its obligations under this Assignment, to the extent necessary to perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives, Assignor hereby irrevocably designates and appoints Assignee or its assigns and their 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 registration, application or other document and to do all other lawfully permitted acts in connection with the Assigned IP and related rights assigned to Assignee hereunder.

This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice of law or conflict of laws provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile or electronic (PDF) counterpart signatures shall be acceptable and binding.

This Assignment is executed pursuant to, in furtherance of and is subject to, the terms and conditions of the APA. This Assignment shall not replace, substitute, expand or extinguish any obligation or provision of the APA. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall control.

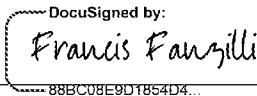
* * * *

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

ASSIGNOR:

LTV COMMERCE LLC

By:  _____
88BC08E9D1854D4...

Name: Francis Fanzilli

Title: Manager

Date: 11/21/2022 | 8:31:04 AM PST

ASSIGNEE:

ADAM'S POLISHES, LLC

By: _____

Name:

Title:

Date: _____

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

ASSIGNOR:

LTV COMMERCE LLC

By: _____

Name:

Title:

Date: _____

ASSIGNEE:

ADAM'S POLISHES, LLC

By:  _____
94CAE4995E04422...

Name: Richard Boudreaux


Title: President

Date: 11/17/2022 | 5:13:31 PM PST

SCHEDULE A**Intellectual Property**

All of Assignor's proprietary information (whether or not protectable by patent, copyright, trademark or trade secret rights) and intellectual property rights, whether registered or unregistered, located anywhere throughout the world relating to the Business, including, without limitation, all patents and patent applications, all continuations, divisionals, continuations-in-part, substitutes or reissues, reexaminations, extensions, all trademarks, including all common-law trademarks, service marks, web addresses, websites, social media accounts, art work, packaging, plates, emblems, brands, logos, insignia, and all goodwill accrued in connection and associated therewith, works of authorship, and copyrights, and their registrations, applications and renewals, and all of their content and data, all moral, common law and economic rights of authors and inventors, all technology, know-how, show-how, inventions, discoveries, trade secrets, confidential information, processes (including those technologies, know-how, show-how, inventions, discoveries, trade secrets, confidential information, processes and other properties and assets), formulae, drawings, designs, schematics, specifications, algorithms, systems, forms, technical and business information, data, databases, computer programs and software, object and source code, product information and development work-in-progress and all documentary evidence of any of the foregoing, all domain names and domain name registrations, all licenses, sublicenses or like agreements for any of the foregoing, and all other intellectual property or proprietary right, in each case, whether or not subject to statutory registration or protection. For purposes hereof, "know-how" shall mean any and all specific or technical knowledge or other information or expertise to make or do something in any tangible or intangible form whatsoever.

Assigned IP includes the following:

Mark	Status	Owner	Goods
TORQUE DETAIL (Stylized)  RN: 5889704 SN: 88365709 Disclaimer: "DETAIL"	Registered, October 22, 2019 Int'l Class: 03 First Use: October 1, 2018 Filed: April 1, 2019 Registered: October 22, 2019 Register Type: Principal Register	Ltv Commerce LLC (New York Limited Liability Company)	Int'l Class: 03 (Int'l Class: 03) Automotive care products, namely, polymer sealant for cleaning, shining and protecting automobile exterior surfaces, automobile and car wax preparations, automotive cleaning preparations, carnauba wax for automotive use, automobile, tire, glass and wheel cleaning preparations, automobile tire cleaning and polishing preparations, automobile carpet and upholstery cleaning preparations

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