

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM781719

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Frankish Enterprises, Ltd.		12/12/2022	Private Limited Company: CANADA
RECEIVING PARTY DATA			
Name:	Throttle Monsters, LLC		
Street Address:	2138 N. 3430 W.		
City:	Clinton		
State/Country:	UTAH		
Postal Code:	84015		
Entity Type:	Limited Liability Company: UTAH		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4185999	JURASSIC ATTACK	
Registration Number:	4815488		
CORRESPONDENCE DATA			
Fax Number:	8013214893		
<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:	8013235971		
Email:	danderson@kmclaw.com		
Correspondent Name:	Dax D. Anderson		
Address Line 1:	Keybank Tower		
Address Line 2:	36 South State Street, Suite 1900		
Address Line 4:	Salt Lake City, UTAH 84111		
NAME OF SUBMITTER:	Dax D. Anderson		
SIGNATURE:	/Dax D. Anderson/		
DATE SIGNED:	01/19/2023		
Total Attachments: 19			
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INTELLECTUAL PROPERTY ACQUISITION AGREEMENT

This INTELLECTUAL PROPERTY ACQUISITION AGREEMENT ("**Agreement**"), dated as of December 12, 2022, is made by and between Frankish Enterprises, LTD., Alberta, Canada private limited company ("**Seller**"), and Throttle Monsters, LLC., a Utah limited liability company ("**Buyer**").

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, all right, title, and interest in and to certain Intellectual Property (as defined below) and related rights, together with the goodwill connected with the use of and symbolized by such Intellectual Property, subject to the terms and conditions set forth herein.

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

1. Purchase and Sale of Intellectual Property. Subject to the terms and conditions set forth herein, Seller hereby irrevocably sells, assigns, transfers, and conveys to Buyer, and Buyer hereby accepts, all right, title, and interest in and to the following (collectively, "**Acquired Rights**"), together with the goodwill associated therewith and symbolized thereby:

(a) the trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin ("**Trademarks**") listed on Schedule 1 all registrations, applications for registration, and renewals of such Trademarks (collectively, "**Acquired Marks**").

(b) the tangible assets listed on Schedule 2 under ("**Tangible Assets**");

(c) all internet domain name registrations and social media account or user names (including "handles") incorporating any Acquired Mark or any acronym, abbreviation, or component thereof, including the domain names and social media accounts listed on Schedule 3, and all associated web addresses, URLs, websites and web pages, and social media sites and pages, and all content and data thereon or relating thereto;

(d) all licenses and similar contractual rights or permissions, whether exclusive or nonexclusive, related to any of the Acquired Marks, including those licenses listed on Schedule 4 under ("**Licenses**");

(e) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Seller with respect to any of the foregoing;

(f) all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, violation, breach, or default;

(g) all other rights, privileges, and protections of any kind whatsoever of Seller accruing under any of the foregoing provided by any applicable law, treaty, or other international convention throughout the world; and

(h) all copyrights to all original works of authorship, both registered and unregistered, appertaining to the Jurassic Attack truck mold visual arts, www.jurassicattack.com and photographs, videos, film, text, and computer code posed thereon and/or listed in Schedule 5 (collectively "**Assigned Copyrights**"):

1. the copyright registrations and applications for registration, and exclusive copyright licenses and all issuances, extensions, and renewals thereof;
2. all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
3. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
4. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Assumption of Licenses. Subject to the terms and conditions set forth herein, Buyer hereby accepts Seller's assignment of the Licenses, assumes all of Seller's duties and obligations under the Licenses, and agrees to pay, perform, and discharge, as and when due, all of the liabilities and obligations of Seller under the Licenses accruing on and after the date hereof, but only to the extent that such liabilities and obligations do not relate to any breach, default, or violation by Seller ("**Assumed Liabilities**"). Other than the Assumed Liabilities, Buyer neither assumes nor is otherwise liable for any obligations, claims, or liabilities of Seller of any kind, whether known or unknown, contingent, matured, or otherwise, whether currently existing or hereafter arising (collectively, "**Excluded Liabilities**"), including, for the avoidance of doubt, any obligations, claims, or liabilities arising from or in connection with any circumstances, causes of action, breach, violation, default, or failure to perform by or of Seller with respect to the Licenses.

3. Purchase Price.

(a) The aggregate purchase price for the Acquired Rights shall be One Hundred and Seventy-Five Thousand US Dollars (US\$175,000) (the "**Purchase Price**").

(b) Buyer shall pay the Purchase Price within three (3) business days following the parties' full execution of this Agreement. Payment shall be made in US

dollars by wire transfer of immediately available funds to the following account:
ACCOUNT INFORMATION FOR WIRE TRANSFER.

(c) If Buyer fails to make timely and proper payment of the Purchase Price, Seller may terminate this Agreement effective immediately on written notice to Buyer.

4. Deliverables. Upon execution of this Agreement, Seller shall deliver to Buyer the following:

(a) an assignment in the form of Exhibit A (the "**Assignment**") and duly executed by Seller, transferring all right, title, and interest in and to the Acquired Rights to Buyer;

(b) bill of sale in the form of Exhibit B hereto (the "**Bill of Sale**") and duly executed by Seller, transferring all right, title, and interest in and to the Tangible Assets to Buyer;

(c) the complete prosecution files for all Acquired Marks in such form and medium as requested by Buyer, and all such other documents, correspondence, and information as are necessary to register, own, or otherwise use the Acquired Rights, including any renewal fees due and deadlines for actions to be taken concerning prosecution and maintenance of all Acquired Marks in the ninety (90) day period following the date hereof; and

5. Further Assurances; Recordation.

(a) From and after the date hereof, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.

(b) Without limiting the foregoing, and without limiting Section 4(a), Seller shall execute and deliver to Buyer such assignments and other documents, certificates, and instruments of conveyance in a form satisfactory to Buyer and suitable for filing with the United States Patent and Trademark Office ("**USPTO**") or Library of Congress ("**Copyright Office**") as necessary to record and perfect the Assignment, and to vest in Buyer all right, title, and interest in and to the Acquired Rights in accordance with applicable law. As between Seller and Buyer, Buyer shall be responsible, at Buyer's expense, for filing the Assignment, and other documents, certificates, and instruments of conveyance with the applicable governmental authorities; provided that Seller shall take such steps and actions, and provide such cooperation and assistance, to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Acquired Rights to Buyer, or any of Buyer's successors or assigns.

6. Representations and Warranties of Seller. Seller represents and warrants to Buyer that the statements contained in this section are true and correct as of the date hereof and do not contain any untrue statement of material fact or omit any material fact necessary to make the statements contained in this section not misleading under the circumstances under which they were made.

(a) Authority of Seller; Enforceability. Seller has the full right, power, and authority to enter into this Agreement and perform its obligations hereunder. The execution, delivery, and performance of this Agreement by Seller have been duly authorized by all necessary organizational action of Seller, and when executed and delivered by both parties, this Agreement will constitute a legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms and conditions.

(b) No Conflicts; Consents. The execution, delivery, and performance by Seller of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (i) violate or conflict with the certificate of incorporation, by-laws, or other organizational documents of Seller, (ii) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule, or regulation, (iii) conflict with, or result in (with or without notice or lapse of time or both), any violation of or default under, or give rise to a right of termination, acceleration, or modification of any obligation or loss of any benefit under, any contract or other instrument to which this Agreement or any of the Acquired Rights are subject, or (iv) result in the creation or imposition of any encumbrances on the Acquired Rights. No consent, approval, waiver, or authorization (other than the Licenses) is required to be obtained by Seller from any person or entity (including any governmental authority) in connection with the execution, delivery, and performance by Seller of this Agreement, or to enable Buyer to register, own, and use the Acquired Rights.

(c) Ownership. Seller owns all right, title, and interest in and to the Acquired Rights, free and clear of liens, security interests, and other encumbrances (other than the Licenses). Seller is in full compliance with all legal requirements applicable to the Acquired Rights and Seller's ownership and use thereof.

(d) Registrations and Applications. Schedule 1 contains a correct, current and complete list of all registrations and applications for registration owned by or licensed to Seller in the Acquired Marks, specifying as to each, as applicable: the word mark and/or design, the record owner, the jurisdiction in which it has been granted or filed, the registration or application serial number, and the registration or application date. All required filings and fees related to the trademark registrations and applications listed on Schedule 1 have been timely filed with and paid to the USPTO and other relevant governmental authorities and authorized registrars, and all such trademark registrations and applications have at all times been and remain in good standing. Seller has provided Buyer with true and complete copies of all documents, certificates, correspondence, and other materials related to all such trademark registrations and applications.

(e) Validity and Enforceability. The Acquired Rights are valid, subsisting, and enforceable in all applicable jurisdictions. No event or circumstance (including any failure to exercise adequate quality control or any assignment in gross without the accompanying goodwill) has occurred or exists that has resulted in, or would reasonably be expected to result in, the abandonment of any Acquired Mark.

(f) Non-Infringement. The registration, ownership, and exercise of the Acquired Rights did not, do not, and will not infringe or otherwise violate the intellectual property or other rights of any third party or violate any applicable regulation or law. No person has infringed or otherwise violated, or is currently infringing or otherwise violating, any of the Acquired Rights.

(g) Legal Actions. There are no actions (including any opposition or cancellation proceedings) settled, pending, or threatened (including in the form of offers to obtain a license): (i) alleging any infringement, misappropriation, dilution, or other violation of the intellectual property rights of any third party based on the use or exploitation of any Acquired Rights, (ii) challenging the validity, enforceability, registrability, or ownership of any Acquired Rights or Seller's rights with respect thereto, or (iii) by Seller or any third party alleging any infringement or other violation by any third party of any Acquired Rights.

(h) Licenses. Seller has provided Buyer with true and complete copies of all Licenses (or in the case of any oral agreements, a complete and accurate written description thereof), including all modifications, amendments, and supplements thereto and waivers thereunder. Each License is valid, binding, and enforceable between Seller and the other parties thereto; and neither Seller nor any other party thereto is in breach of or default under (or is alleged to be in breach of or default under) any License, or has provided or received any notice of breach of, default under, or any actual or intended termination of any License.

7. Indemnification.

(a) Survival. All representations, warranties, covenants, and agreements contained herein and all related rights to indemnification shall continue in full force and effect following the date hereof.

(b) Seller shall defend, indemnify, and hold harmless Buyer, Buyer's affiliates, and their respective shareholders, directors, officers, and employees (each, a "**Buyer Indemnified Party**") from and against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, fees, costs, or expenses of whatever kind, including attorneys' fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or in connection with any third-party claim, suit, action, or proceeding (each, a "**Third-Party Claim**") related to (i) any actual or alleged inaccuracy in or breach or non-fulfillment of any representation, warranty, covenant, agreement, or obligation of Seller contained in this Agreement or any document to be delivered hereunder; or (ii) any Excluded Liabilities.

(c) A Buyer Indemnified Party shall promptly notify the Seller upon becoming aware of a Third-Party Claim with respect to which Seller is obligated to provide indemnification under this section ("**Indemnified Claim**"). Seller shall promptly assume control of the defense and investigation of the Indemnified Claim, with counsel reasonably acceptable to the Buyer Indemnified Party, and the Buyer Indemnified Party shall reasonably cooperate with Seller in connection therewith, in each case at Seller's sole cost and expense. The Buyer Indemnified Party may participate in the defense of such Indemnified Claim, with counsel of its own choosing and at its own cost and expense. Seller shall not settle any Indemnified Claim on any terms or in any manner that adversely affects the rights of any Buyer Indemnified Party without such Buyer Indemnified Party's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed). If Seller fails or refuses to assume control of the defense of such Indemnified Claim, the Buyer Indemnified Party shall have the right, but no obligation, to defend against such Indemnified Claim, including settling such Indemnified Claim after giving notice to Seller, in each case in such manner and on such terms as the Buyer Indemnified Party may deem appropriate. Neither the Buyer Indemnified Party's failure to perform any obligation under this section nor any act or omission of the Buyer Indemnified Party in the defense or settlement of any Indemnified Claim shall relieve Seller of its obligations under this section, including with respect to any Losses, except to the extent that Seller can demonstrate that it has been materially prejudiced as a result thereof.

8. Equitable Remedies. Seller acknowledges that (a) a breach or threatened breach by Seller of any of its obligations under this Agreement would give rise to irreparable harm to Buyer for which monetary damages would not be an adequate remedy and (b) if a breach or a threatened breach by Seller of any such obligations occurs, Buyer will, in addition to any and all other rights and remedies that may be available to such party at law, at equity, or otherwise in respect of such breach, be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction, without any requirement to (i) post a bond or other security, or (ii) prove actual damages or that monetary damages will not afford an adequate remedy.

9. Confidentiality.

(a) Confidentiality and Use. Neither party shall disclose to any third party (other than their respective employees in their capacity as such) any information with respect to the financial terms of this Agreement. Seller agrees: (i) not to use any information that is of a sensitive, proprietary, or confidential nature, whether written or oral, concerning the Acquired Rights or Buyer's use thereof in the conduct of its business, other than as strictly necessary to exercise its rights or perform its obligations under this Agreement; (ii) not to use any such information, directly or indirectly, in any manner to the detriment of Buyer or to obtain any competitive advantage relative to Buyer; and (iii) to maintain such information in strict confidence, and not to disclose such information without Buyer's prior written consent.

(b) Compelled Disclosures. If either party is compelled to disclose any information with respect to the financial terms of this Agreement, or Seller is compelled

to disclose any information that is of a sensitive, proprietary, or confidential nature concerning the Acquired Rights or otherwise concerning the business of Buyer, by judicial or administrative process or by other requirements of law, such party shall: (i) promptly notify the other party in writing, (ii) disclose only that portion of such information which it is advised by counsel in writing is legally required to be disclosed, and (iii) use reasonable best efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

10. Miscellaneous.

(a) Interpretation. For purposes of this Agreement, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections, Schedules, and Exhibits refer to the Sections of, and Schedules and Exhibits attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement is intended to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules and Exhibits referred to herein are intended to be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient; and (iv) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage prepaid). Such communications must be sent to the respective parties at the following addresses or at such other address for a party as shall be specified in a notice given in accordance with this section:

If to Seller:

Frankish Enterprises, LTD.

92040 Range Road 210

Lethbridge County, Alberta Canada T1J 5R1

Email: frankishda@gmail.com

Attention: President

If to Buyer: Throttle Monsters, LLC.
138 North 3430 West
Clinton, UT 84015
Email: pauljensen1@msn.com
Attention: President

(c) Entire Agreement. This Agreement, together with the documents to be delivered hereunder, and all related exhibits and schedules constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement, the documents to be delivered hereunder, and the related exhibits and schedules (other than an exception expressly set forth as such in the related exhibits or schedules), the statements in the body of this Agreement shall control.

(d) Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(e) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(f) Governing Law; Venue. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Utah without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Utah in each case located in the City of Salt Lake City and County of Salt Lake County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding.

(g) Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.


(h) Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; and any single or partial exercise of any right, remedy, power, or privilege hereunder shall not preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(i) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed as of the date first written above by their respective duly authorized officers.

FRANKISH ENTERPRISES, LTD.

By 
Name: Donald Frankish
Title: owner

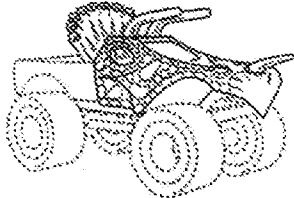
AGREED TO AND ACCEPTED:

THROTTLE MONSTERS, LLC.

By 
Name: Paul Jensen
Title: member

SCHEDULE 1
ACQUIRED MARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date	Description of Goods/Services
JURASSIC ATTACK	US	4185999	08/07/2012	IC 025: clothing, namely, shirts, jerseys and hats. IC 028: Toys, namely, toy trucks, toy model trucks and toy diecast collectible trucks. IC 041: Entertainment services, namely, performing and competing in motor sports events in the nature of monster truck exhibitions.
	US	4815488	09/22/2015	IC 041: Entertainment services, namely, performing and competing in motor sports events in the nature of monster truck exhibitions.

Common Law Marks

Mark	Geographic Area Of Use	Date of First Use	Description of Goods/Services

SCHEDULE 2

TANGIBLE ASSETS

Body mold 1
Body mold 2
T-shirts
Penants
Puff Trucks
Flags
Die Cast Toys
Hats

SCHEDULE 3
ONLINE ASSETS

Domains

Domain Name	Domain Registrar	Expiration Date
www.jurassicattack.com	Network Solutions	12/29/2026

Social Media Accounts

SCHEDULE 4

LICENSES

Feld License

Throttle Monster License

SCHEDULE 5

ASSIGNED COPYRIGHTS

Attack JURASSIC ATTACK truck molds and all original expressions appertaining thereto.

www.jurassicattack.com website and all original expressions including text, images, film, video, music and underlying code appertaining thereto.

Photography and video of JURASSIC ATTACK truck mold.

EXHIBIT A
ASSIGNMENT OF TRADEMARKS

See attached.


ASSIGNMENT OF TRADEMARKS

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Frankish Enterprises, LTD., a private limited company, located at 92040 Range Road 210, Lethbridge County, Alberta, Canada T1J 5R1 ("Seller"), hereby sells, assigns, transfers, and conveys to Throttle Monsters, LLC, a Utah limited liability company, located at 138 North 3430 West, Clinton, Utah 84015 ("Buyer"), pursuant to the Trademark Acquisition Agreement dated as of December 12, 2022, by and between Seller and Buyer, all right, title, and interest in and to the trademarks set forth on Schedule 1 attached hereto and incorporated by this reference herein, together with the goodwill associated therewith and symbolized thereby, and all claims and causes of action with respect to any of the foregoing, including without limitation all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement or other violation, and all other rights, privileges, and protections of any kind whatsoever of Seller accruing under any of the foregoing provided by any applicable law, treaty, or other international convention.

Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment of Trademarks upon request by Buyer.


IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademarks to be executed on this 12th day of December, 2022 by its duly authorized officer.

FRANKISH ENTERPRISES, LTD.

By 
Name: Donald Frankish
Title: owner

AGREED TO AND ACCEPTED:

THROTTLE MONSTERS, LLC.

By 
Name: Paul Jensen
Title: Member

SCHEDULE 1
ASSIGNED MARKS

Trademark Registrations

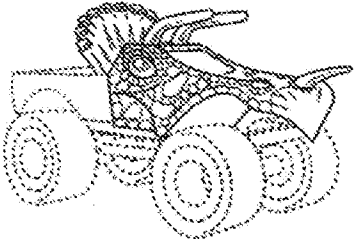
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EXHIBIT B
BILL OF SALE

See attached.