

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM787395

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Denali Electronics LLC		02/07/2023	Limited Liability Company: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	Vision X Offroad, LLC		
Street Address:	1601 Boundary Boulevard		
City:	Auburn		
State/Country:	WASHINGTON		
Postal Code:	98001		
Entity Type:	Limited Liability Company: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6970910	DENALI	
CORRESPONDENCE DATA			
Fax Number:	9735972400		
<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:	973-597-2500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Matthew P. Hintz, Esq.		
Address Line 1:	Lowenstein Sandler LLP		
Address Line 2:	One Lowenstein Drive		
Address Line 4:	Roseland, NEW JERSEY 07068		
ATTORNEY DOCKET NUMBER:	43315.2		
NAME OF SUBMITTER:	Matthew Hintz, Esq.		
SIGNATURE:	/Matthew Hintz/		
DATE SIGNED:	02/16/2023		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Trademark Assignment"), dated as of 7 February, 2023, is made by and between Denali Electronics LLC, a Rhode Island limited liability company, having a principal place of business at 246 Kenyon Avenue, East Greenwich, Rhode Island 02818, on the one hand ("Assignor") and Vision X Offroad, LLC, a Washington limited liability company, having a principal place of business at 1601 Boundary Boulevard, Auburn, Washington 98001 on the other hand ("Assignee").

RECITALS

WHEREAS, Assignee and Assignor (and other related parties of the Assignor) are parties to that certain:

- A. Asset Purchase Agreement dated as June 30, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "Asset Purchase Agreement"). Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Asset Purchase Agreement; and
- B. Intellectual Property Assignment Agreement dated as July 1, 2022 ("IP Assignment") which was entered into to confirm assignment to Assignee of certain intellectual property of Assignor for recording with Governmental Authorities, including, but not limited to, the US Patent and Trademark Office.

WHEREAS, the IP Assignment did not comprehensively list all of the trade marks of the Assignor which were intended to be assigned pursuant to the Asset Purchase Agreement and so in connection with the consummation of the transactions contemplated by the Asset Purchase Agreement, and pursuant to clause 3 of the IP Assignment, the Assignor hereby desires to convey, transfer, and assign to Assignee all of Assignor's right, title, and interest in, to, and under all of the Assigned IP (as hereinafter defined), and Assignee hereby desires accept from Assignor all of Assignor's right, title, and interest in, to, and under all of the Assigned IP.

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

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the consideration stipulated in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in, to, and under the trademark registrations and applications set forth on Schedule A hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all issuances, extensions, and renewals thereof, provided, that with respect to the United States intent-to-use trademark applications, if any, set forth on Schedule A hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Assignor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing (collectively, the "Assigned IP") and in the case of each of the foregoing:

- i. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

- ii. 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
- iii. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, and/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, misappropriation, violation, misuse, breach, or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Assignee's Use and Enjoyment. The rights, title and interest assigned under Section 1 above 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 Trademark Assignment had not been made.

3. Recordation. Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and any other governmental officials to record and register this Trademark Assignment upon request by Assignee.

5. Cooperation. Assignor agrees to perform all commercially reasonable acts deemed necessary or desirable by the Assignee to permit and assist the Assignee, at the Assignee's expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Assigned IP, to be assigned, or licensed to the Assignee under this Agreement. Such acts may include, but are not limited to, execution of documents and assistance or cooperation (i) in the filing, prosecution, registration, and memorialization of assignment of any applicable patents, copyrights, trademark, mask work, or other applications, (ii) in the enforcement of any applicable patents, copyrights, trademark, mask work, moral rights, trade secrets, or other proprietary rights, and (iii) in other legal proceedings related to the Assigned IP. In the event that the Assignee is unable for any reason to secure Assignors' signature(s) to any document required to file, prosecute, register, or memorialize the assignment of any patent, copyright, trademark, mask work or other applications or to enforce any patent, copyright, mask work, moral right, trade secret or other proprietary right under any Assigned IP (including derivative works, improvements, renewals, extensions, continuations, divisionals, continuations in part, continuing patent applications, reissues, and reexaminations of such Assigned IP), Assignor hereby irrevocably designates and appoints the Assignee and the Assignee's 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, (i) to execute, file, prosecute, register and memorialize the assignment of any such application, (ii) to execute and file any documentation required for such enforcement, and (iii) to do all other lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of patents, copyrights, mask works, moral rights, trade secrets or other rights under the Assigned IP, all with the same legal force and effect as if executed by Assignor.

6. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement relating to the Assigned IP are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

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

8. Governing Law. This Trademark Agreement shall be governed by and construed in accordance with the internal laws of the State of Rhode Island without giving effect to any choice or conflict of law provision or rule (whether of the State of Rhode Island or any other jurisdiction). Any legal suit, action, proceeding, or dispute arising out of or related to this Trademark Agreement may be instituted in the federal courts of the United States of America or the courts of the State of Rhode Island, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, proceeding, or dispute.

9. Counterparts. This Trademark 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 Trademark 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 Trademark Agreement.

[Signature Page Follows]

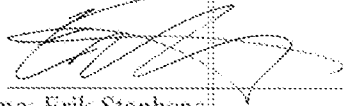
IN WITNESS WHEREOF, the parties hereto have executed this Trademark Agreement as of the date set forth above.

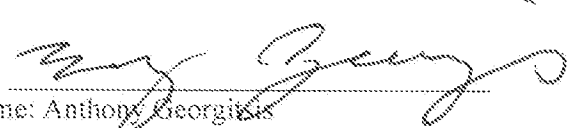
ASSIGNOR

ASSIGNEE

DENALI ELECTRONICS LLC

VISION X OFFROAD, LLC

By: 
Name: Erik Stephens
Title: Manager

By: 
Name: Anthony Georgiades
Title: President

Schedule A

TRADEMARKS

Mark	Jurisdiction	Class	Serial No./ Registration No.	Date of Registration; Current Renewal Date
SOUNDBOMB	UK	12	3658530	Registered: 29 October, 2021 Renewal Due: 21 June 2031
DENALI	European Union	11,12	018496667	Registered: 25 October 2021 Renewal Due: 18 June 2031
SOUNDBOMB	European Union	9,12	018496668	Registered: 25 October 2021 Renewal Due: 18 June 2031
DENALI	China	11	China Trademark Application No.: 61645078	Filed: 23 December, 2021
SOUNDBOMB	China	12	China Trademark Application No.: 57756618	Registered: 7 February 2022 Renewal Due: 6 February, 2032
DENALI	US	12	US application no. 90/781,917	Filed: 18 June 2021 Published: 22 November, 2022