900753335 02/27/2023

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM790043

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900741620

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AXLE OF DEARBORN, INC.		11/04/2022	Corporation: MICHIGAN

RECEIVING PARTY DATA

Name:	AD LICENSING LLC
Street Address:	27777 Franklin Rd., Ste. 2500
City:	Southfield
State/Country:	MICHIGAN
Postal Code:	48034
Entity Type:	Limited Liability Company: MICHIGAN

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	5216597	DETROIT AXLE
Registration Number:	5216598	DETROIT AXLE
Registration Number:	6164155	DETROIT AXLE
Registration Number:	6344789	DETROIT AXLE
Registration Number:	6344790	DETROIT AXLE
Registration Number:	6344791	DETROIT AXLE
Registration Number:	6344794	DETROIT AXLE
Registration Number:	6703755	POWER. PARTS. PEOPLE.

CORRESPONDENCE DATA

Fax Number: 2483513082

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.

Phone: 2483513000

Email: trademark-detroit@taftlaw.com

Correspondent Name: Jeremy D. Bisdorf

Address Line 1:27777 Franklin Rd., Ste. 2500Address Line 4:Southfield, MICHIGAN 48034

ATTORNEY DOCKET NUMBER: DETAXL-IP

TRADEMARK REEL: 007984 FRAME: 0535

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NAME OF SUBMITTER:	Jeremy D. Bisdorf		
SIGNATURE:	/Jeremy D. Bisdorf/		
DATE SIGNED:	02/27/2023		
Total Attachments: 4			
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TRADEMARK REEL: 007984 FRAME: 0536

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment") is entered into as of November 4, 2022, by and between **AXLE OF DEARBORN, INC.**, a Michigan corporation, located at 20446 West Warren Avenue, Detroit, Michigan 48228 ("**Assignor**"), in favor of **AD LICENSING LLC**, a Michigan limited liability company, located at 27777 Franklin Road, Suite 2500, Southfield, Michigan 48034 ("**Assignee**"). Assignor and Assignee are sometimes collectively referred to as the "**Parties**".

WHEREAS, Assignor has conveyed, transferred, and assigned to Assignee, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the Parties agree as follows:

- 1. <u>Assignment</u>. For 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 and to the following:
 - (a) the trademark registrations and trademark applications set forth on <u>Schedule</u> <u>1</u> hereto and all issuances, extensions, and renewals thereof (the "Assigned **Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
 - (b) 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;
 - (c) 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
 - (d) 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, dilution, 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. <u>Recordation and Further Actions</u>. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths,

TRADEMARK REEL: 007984 FRAME: 0537 exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

- 3. <u>Counterparts</u>. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, 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 Assignment.
- 4. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.
- 5. <u>Governing Law</u>. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Michigan, without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

2

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNOR:

AXLE OF DEARBORN, INC.,

a Michigan corporation

By:

Mouhamed Musheinesh, President

AGREED TO AND ACCEPTED:

AD LICENSING LLC.

a Michigan limited liability company

By:

Mouhamed Musheinesh, Manager

SCHEDULE 1

ASSIGNED TRADEMARKS

TRADEMARK REGISTRATIONS				
Mark	Registration Number	Registration Date		
DETROIT AXLE	5216597	June 6, 2017		
DETROIT AXIII	5216598	June 6, 2017		
DETROIT AXLE	6164155	September 29, 2020		
DETROIT AXLE	6344789	May 11, 2021		
OETROT AXIII	6344790	May 11, 2021		
DETROIT AXIII	6344791	May 11, 2021		
DETROT AXLE	6344794	May 11, 2021		
POWER. PARTS. PEOPLE	6703755	April 19, 2022		

Schedule 1 – Assigned Trademarks

RECORDED: 01/03/2023

TRADEMARK REEL: 007984 FRAME: 0540