

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM796882

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ULTIMATE RB, INC.		01/31/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	NORTH WEST RUBBER USA INC.		
Street Address:	33850 Industrial Avenue		
City:	Abbotsford, BC		
State/Country:	CANADA		
Postal Code:	V2S 7T9		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2430836	BOUNCE BACK	
Registration Number:	3456678	RB SILENT-TREAD	
Registration Number:	3077060	ULTI-MAT	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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:	6124926842		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell, DORSEY & WHITNEY LLP		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
ATTORNEY DOCKET NUMBER:	T309234-6.US.01 499422-10		
NAME OF SUBMITTER:	Jeffrey R. Cadwell		
SIGNATURE:	/Jeffrey R. Cadwell/		
DATE SIGNED:	03/23/2023		
Total Attachments: 3			
source=Trademark Assignment - Ultimate RB Inc (final compiled)#page1.tif			
source=Trademark Assignment - Ultimate RB Inc (final compiled)#page2.tif			

OP \$90.00 2430836

TRADEMARK ASSIGNMENT AGREEMENT

This trademark assignment agreement is effective January 31, 2023, and is between Ultimate RB, Inc., a Delaware corporation (“Assignor”), and North West Rubber USA Inc., a Delaware corporation, with an address at 33850 Industrial Avenue, Abbotsford, BC, Canada V2S 7T9 (“Assignee”).

Assignor is the owner of those certain trademarks represented by the trademark registrations and trademark applications more fully described in Schedule A (the “Marks”).

Assignor and Assignee have executed an Asset Purchase Agreement, dated January 5, 2023 (the “Asset Purchase Agreement”).

Pursuant to the terms of the Asset Purchase Agreement, Assignor is to assign to Assignee all of Assignor’s right, title and interest in the Marks and all goodwill associated with the marks.

The parties therefore agree as follows:

For the consideration set forth in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby assigns to Assignee all of Assignor’s right, title and interest in the Marks as they exist anywhere in the world, along with all goodwill associated with the Marks. This assignment includes without limitation all applications and registrations for the Marks, all priority rights or claims based on International Conventions, all rights to proceeds of the Marks, including income, royalties, damages, profits, and payments now or hereafter payable, all rights of action of Assignor, and the right to take proceedings and to seek and recover damages and all other available remedies, against third parties for past, present, or future infringement of the Marks.

Assignor shall execute and deliver any other documents and perform any other reasonable acts Assignee may request, that may be necessary and appropriate to effectuate the provisions of this assignment agreement and establish Assignee’s rights in the Marks.


At the request and expense of Assignee, Assignor shall provide all reasonable assistance which Assignee considers necessary in connection with bringing or defending any proceedings in relation to the Marks.

Each party has signed this assignment agreement effective on the date stated in the introductory clause.

ULTIMATE RB, INC.
(ASSIGNOR)

NORTH WEST RUBBER USA INC.
(ASSIGNEE)

By: _____
Name:
Date:

By:  _____
Name: Leighton Friesen
Date: January 31, 2023

TRADEMARK ASSIGNMENT AGREEMENT

This trademark assignment agreement is effective January 31, 2023, and is between Ultimate RB, Inc., a Delaware corporation ("Assignor"), and North West Rubber USA Inc., a Delaware corporation, with an address at 33850 Industrial Avenue, Abbotsford, BC, Canada V2S 7T9 ("Assignee").

Assignor is the owner of those certain trademarks represented by the trademark registrations and trademark applications more fully described in Schedule A (the "Marks").

Assignor and Assignee have executed an Asset Purchase Agreement, dated January 5, 2023 (the "Asset Purchase Agreement").

Pursuant to the terms of the Asset Purchase Agreement, Assignor is to assign to Assignee all of Assignor's right, title and interest in the Marks and all goodwill associated with the marks.

The parties therefore agree as follows:

For the consideration set forth in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in the Marks as they exist anywhere in the world, along with all goodwill associated with the Marks. This assignment includes without limitation all applications and registrations for the Marks, all priority rights or claims based on International Conventions, all rights to proceeds of the Marks, including income, royalties, damages, profits, and payments now or hereafter payable, all rights of action of Assignor, and the right to take proceedings and to seek and recover damages and all other available remedies, against third parties for past, present, or future infringement of the Marks.


Assignor shall execute and deliver any other documents and perform any other reasonable acts Assignee may request, that may be necessary and appropriate to effectuate the provisions of this assignment agreement and establish Assignee's rights in the Marks.

At the request and expense of Assignee, Assignor shall provide all reasonable assistance which Assignee considers necessary in connection with bringing or defending any proceedings in relation to the Marks.

Each party has signed this assignment agreement effective on the date stated in the introductory clause.

ULTIMATE RB, INC.
(ASSIGNOR)

NORTH WEST RUBBER USA INC.
(ASSIGNEE)

By: 
Name: Kelly P. Kamienski
Date: January 31, 2023

By: _____
Name: _____
Date: _____

SCHEDULE A

Trademark	Country	Application No.	Registration No.
BOUNCE BACK	United States	75/708,750	2,430,836
RB SILENT-TREAD	United States	77/180,999	3,456,678
ULTI-MAT	United States	76/441,160	3,077,060