

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM815045

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Competition Specialties, Inc.		06/01/2023	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Competition Specialties, LLC		
Street Address:	2402 W Valley Hwy N.		
City:	Auburn		
State/Country:	WASHINGTON		
Postal Code:	98001		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2258337	CSI	
Registration Number:	1899308	COMPETITION SPECIALTIES INC	
Registration Number:	1481015	PERFORMANCE CORNER	
Registration Number:	1472584	PERFORMANCE CORNER	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	trademarks@mcguirewoods.com		
Correspondent Name:	Christel Harlacher		
Address Line 1:	800 East Canal Street		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	Christel E. Harlacher		
SIGNATURE:	/Christel E. Harlacher/		
DATE SIGNED:	06/05/2023		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “*Assignment*”), is made and entered into as of June 1, 2023, by and between Competition Specialties, Inc., a Washington corporation (“*Assignor*”), and Competition Specialties, LLC, a Delaware limited liability company (“*Assignee*”). Capitalized terms used herein but not otherwise defined herein have the meanings ascribed to such terms in that certain Asset Purchase Agreement, dated as of the date hereof (the “*Purchase Agreement*”), by and among Assignor, Assignee, and certain other parties thereto.

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. **Assignment.** In accordance with and subject to the terms and conditions of the Purchase Agreement, Assignor hereby irrevocably transfers, conveys, assigns, and delivers to Assignee, and Assignee hereby acquires, accepts, and assumes, all of Assignor’s right, title, and interest in and to those trademark applications and registrations identified and set forth on Schedule I, including all common law rights associated with the foregoing, and all issuances, extensions, and renewals thereof, in each case whether arising under the laws of the United States or any other country, or any treaty regime (collectively, the “*Assigned Trademark Rights*”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark Rights. The preceding assignment further includes the right to any and all past, current, and future royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any of the Assigned Trademark Rights as well as any and all past, current, and future claims and causes of action against third parties arising from or with respect to any of the Assigned Trademark Rights, whether accruing before, on, or after the date hereof, including any and all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, current, and future infringement, dilution, misappropriation, violation, misuse, breach, or default throughout the world, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and similar governmental and registration authorities to record and register this Assignment upon request by Assignee. Following the date hereof, Assignor shall take such reasonable and necessary steps and actions, and provide such reasonable and necessary cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, exhibits, assignments, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademark Rights to Assignee, or any assignee or successor thereto as contemplated by the Purchase Agreement and this Assignment.

3. **Miscellaneous.**

(a) The transfers and assignments set forth in this Assignment are made by Assignor subject to the terms, conditions, limitations, covenants, representations, warranties, and other provisions contained in the Purchase Agreement, which are hereby incorporated by reference. In the event of any conflict or inconsistency between any provision contained in the Purchase Agreement and any provision contained in this Assignment, the Purchase Agreement governs, supersedes, and controls in all respects.

(b) Each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents 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 Assignment, the Purchase Agreement, and the Ancillary Agreements.

(c) Any notice required or permitted under this Assignment shall be given in accordance with Section 8.03 of the Purchase Agreement.

(d) This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction). Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Assignment shall be brought in accordance with Section 8.12 and Section 8.13 of the Purchase Agreement.

(e) This Assignment may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless expressly set forth in writing and signed by the party so waiving.

(f) This Assignment 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 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 Assignment.

[Signature Pages Follow]

The undersigned have executed this Assignment as of the date first written above.

ASSIGNOR

Competition Specialties, Inc.

By: Kenneth Woomer

Name: Kenneth J. Woomer

Title: President

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 008091 FRAME: 0630


ASSIGNEE

Competition Specialties, LLC

By: Tanvir Arfi
Name: Tanvir Arfi
Title: Chief Executive Officer

SCHEDULE I

Assigned Trademark Rights

Mark	Serial Number	Filing Date	Registration Number	Registration Date
CSI	74718994	8/22/1995	2258337	7/6/1999
COMPETITION SPECIALTIES INC	74379732	4/15/1993	1899308	6/13/1995
	73615781	8/21/1986	1481015	3/15/1988
PERFORMANCE CORNER	73615782	8/21/1986	1472584	1/12/1988