

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM816682

|   |  |                       |                         |
|---|--|-----------------------|-------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                       |                         |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |                         |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                         |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b>      |
| Trade Union International Inc.  |  | 03/31/2023            | Corporation: CALIFORNIA |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                         |
| <b>Name:</b>  | Formula Wheel, LLC                                 |                       |                         |
| <b>Street Address:</b>  | 104 Exchange Place                                 |                       |                         |
| <b>City:</b>  | Pomona   |                       |                         |
| <b>State/Country:</b>   | CALIFORNIA   |                       |                         |
| <b>Postal Code:</b>   | 91768  |                       |                         |
| <b>Entity Type:</b>   | Limited Liability Company: CALIFORNIA              |                       |                         |
| <b>PROPERTY NUMBERS Total: 12</b>   |  |                       |                         |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                         |
| <b>Registration Number:</b>   | 4046145  | TOPLINE               |                         |
| <b>Registration Number:</b>   | 2056686  | TOPLINE               |                         |
| <b>Registration Number:</b>   | 3347676  | VERDE                 |                         |
| <b>Registration Number:</b>   | 4023499  | TOPLINE               |                         |
| <b>Registration Number:</b>   | 4032321  |                       |                         |
| <b>Registration Number:</b>   | 4107236  | V ROCK                |                         |
| <b>Registration Number:</b>   | 4029681  | V V.360               |                         |
| <b>Registration Number:</b>   | 4029680  | V.360                 |                         |
| <b>Registration Number:</b>   | 4690101  | AUTOCAM               |                         |
| <b>Serial Number:</b>   | 97122812   | TOPLINE REPLICAS      |                         |
| <b>Serial Number:</b>   | 97122780   | VERDE WHEELS          |                         |
| <b>Serial Number:</b>   | 97266500   | V-ROCK                |                         |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                         |
| <b>Fax Number:</b>  | 6192350398   |                       |                         |
| <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> |  |                       |                         |
| <b>Phone:</b>   | 6195153207   |                       |                         |
| <b>Email:</b>   | docketing@procopio.com                             |                       |                         |
| <b>Correspondent Name:</b>  | Lisel M. Ferguson c/o Procopio                     |                       |                         |
| <b>Address Line 1:</b>  | 525 B Street, Street, Suite 2200                   |                       |                         |

OP \$315.00 4046145

|   |                             |
|---|-----------------------------|
| <b>Address Line 4:</b>  | San Diego, CALIFORNIA 92101 |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 13257800000001              |
| <b>NAME OF SUBMITTER:</b>   | Lisel M. Ferguson           |
| <b>SIGNATURE:</b>   | /Lisel M. Ferguson/         |
| <b>DATE SIGNED:</b>   | 06/12/2023                  |
| <b>Total Attachments: 5</b><br>source=Formula Wheel -- Trademark Assignment#page1.tif<br>source=Formula Wheel -- Trademark Assignment#page2.tif<br>source=Formula Wheel -- Trademark Assignment#page3.tif<br>source=Formula Wheel -- Trademark Assignment#page4.tif<br>source=Formula Wheel -- Trademark Assignment#page5.tif |                             |

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Assignment”), dated as of March 31, 2023, is made and entered into by and between Formula Wheel, LLC, a California limited liability company (“Assignee”) and Trade Union International Inc., a California corporation (“Assignor”) (collectively, the “Parties”).

WHEREAS, Assignee and Assignor have entered into an Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), pursuant to which, among other things, Assignor has agreed to sell, convey, assign, and transfer to Assignee, and Assignee has agreed to purchase, acquire, accept and assume from Assignor, the Acquired Trademarks (defined below);

WHEREAS, prior to entering into the Purchase Agreement, Assignor owned the Trademarks set forth on Schedule A hereto (together referred to as the “Acquired Trademarks”);

WHEREAS, in connection with the Purchase Agreement and pursuant to this Assignment, Assignor agrees to assign the Acquired Trademarks set forth on Schedule A to Assignee such that Assignee owns such Acquired Trademarks; and

WHEREAS, Assignor and Assignee are desirous of making this Trademark Assignment a matter of record.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of the Purchase Agreement, the Parties hereby agree as follows:

**1. Definitions.** Any capitalized item used but not defined herein will have the meaning set forth in the Purchase Agreement.

**2. Trademark Assignment.** In accordance with and subject to the terms and conditions of the Purchase Agreement, effective at the Closing, Assignor hereby irrevocably assigns, transfers and contributes to Assignee, all of Assignor’s right, title and interest in and to : (i) the Acquired Trademarks and all issuances, extensions and renewals thereof, together with any and all goodwill associated with the Acquired Trademarks, (ii) 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, (iii) 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 (iv) any and all claims and causes of action with respect to any and all of the foregoing.

**3. Additional Actions.** At any time after the date of this Assignment, at Assignee’s request and expense, Assignor will execute and deliver to Assignee such other instruments and documents, and take such other actions as Assignee may reasonably deem necessary or desirable to effect, evidence, record and perfect the transfer and assignment contemplated by this Assignment.

**4. Successors and Assigns.** This Assignment will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

**5. Purchase Agreement Unaffected.** It is expressly understood that this Assignment does not in any manner terminate, amend, modify, enlarge or limit any representations, covenants, agreements, warranties or indemnities of any Party contained in the Purchase Agreement and each of the representations, covenants, agreements, warranties and indemnities made by the Parties in the Purchase Agreement survive the execution of this Assignment if and as provided for in the Purchase Agreement (for the time and in the manner provided for such survival, if any, in the Purchase Agreement).

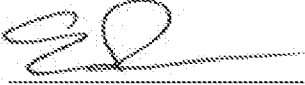
**6. Entire Agreement.** This Assignment and the Purchase Agreement, together with the documents referenced herein and therein, and the attached Schedule A constitute the entire agreement, and supersede any and all prior agreements, whether written or oral, with regard to the Acquired Trademarks. Article 7 of the Purchase Agreement is hereby incorporated into this Assignment by reference as if the provisions of such Article 7 were expressly set forth herein at length; provided, however, for purposes of this Assignment, the term "Agreement" as used in Article 7 of the Purchase Agreement shall be deemed to refer to this Assignment, and the term "Purchaser" as used in Article 7 of the Purchase Agreement shall be deemed to refer to Assignee. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

*[Signature pages follow.]*

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

ASSIGNEE:

Formula Wheel, LLC

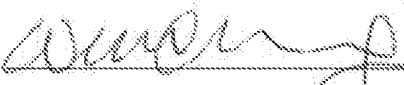
By:  2/31/23

Name: ERIC RAMIREZ

Its: President

ASSIGNOR:

Trade Union International Inc.

By:  3/4/23

Name: AJEN CHANEY

Its: President

## **Schedule A**

### **List of Acquired Trademarks**

1. United States Trademark (“TOPLINE”), Reg. No. 4,046,145, registered on October 25, 2011 with the United States Patent and Trademark Office.
2. United States Trademark (“TOPLINE”), Reg. No. 2,056,686, registered on April 29, 1997 with the United States Patent and Trademark Office.
3. United States Trademark (“VERDE”), Reg. No. 3,347,676, registered on December 4, 2007 with the United States Patent and Trademark Office.
4. United States Trademark (“Topline” in an oval design), Reg. No. 4,023,499, registered on September 6, 2011 with the United States Patent and Trademark Office.
5. United States Trademark (“Verde” with diamond shaped elements), Reg. No. 4,032,321, registered on September 27, 2011 with the United States Patent and Trademark Office.
6. United States Trademark (“**V**ROCK”), Reg. No. 4,107,236, registered on March 6, 2012 with the United States Patent and Trademark Office.
7. United States Trademark (“v.360 V”), Reg. No. 4,029,681, registered on September 20, 2011 with the United States Patent and Trademark Office.
8. United States Trademark (“V.360”), Reg. No. 4,029,680, registered on September 20, 2011 with the United States Patent and Trademark Office.
9. United States Trademark (“AUTOCAM”), Reg. No. 4,690,101, registered on February 17, 2015 with the United States Patent and Trademark Office.
10. United States Trademark (“TOPLINE PRODUCTS”), Reg. No. 88,623, registered on September 28, 1988 with the United States Patent and Trademark Office.
11. United States Trademark (“TOPLINE REPLICAS”), Serial No. 97122812, filed on November 12, 2021 with the United States Patent and Trademark Office.
12. United States Trademark (“VERDE WHEELS”), Serial No. 97122780, filed on November 12, 2021, with the United States Patent and Trademark Office.

13. United States Trademark (“V-ROCK”), Serial No. 97266500, filed on February 14, 2022, with the United States Patent and Trademark Office.