

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM818596

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gearhead.com, LLC		05/06/2023	Limited Liability Company: IDAHO
RECEIVING PARTY DATA			
Name:	Turn 5, Inc.		
Street Address:	600 Cedar Hollow Road		
City:	Paoli		
State/Country:	PENNSYLVANIA		
Postal Code:	19301		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4758353	GEARHEAD	
CORRESPONDENCE DATA			
Fax Number:	2156894625		
<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:	12159814194		
Email:	Paul.Kennedy@Troutman.com		
Correspondent Name:	Paul J. Kennedy/Troutman Pepper Hamilton		
Address Line 1:	Eighteenth and Arch Streets		
Address Line 2:	3000 Two Logan Square		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-2799		
ATTORNEY DOCKET NUMBER:	148900.6		
NAME OF SUBMITTER:	Paul J. Kennedy		
SIGNATURE:	/Paul J. Kennedy/		
DATE SIGNED:	06/20/2023		
Total Attachments: 2			
source=Gearhead.com trademark assignment (executed) (002)#page1.tif			
source=Gearhead.com trademark assignment (executed) (002)#page2.tif			

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of the date of the last signature below (the "Effective Date") by and between Gearhead.com, LLC, an Idaho limited liability company with an address at 975 South 12th West, Rexburg, ID 83440 ("Assignor"), and the assignee identified on the signature page hereto ("Assignee").

WHEREAS, Assignee purchased the gearhead.com domain name (the "Domain") from Assignor; and

WHEREAS, Assignor agreed to assign to Assignee its trademark rights in the Domain, together with the goodwill of the business associated therewith, as part of its purchase of the Domain.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and sets over to Assignee Assignor's entire right, title and interest in and to the GEARHEAD and GEARHEAD.COM marks, in each case, together with the goodwill of the business associated therewith (the "Marks"), for the United States and for all foreign countries, including, without limitation, U.S. Trademark Registration No. 4,758,353, and all of Assignor's other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, 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 Assignment had not been made, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks. Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefor, execute, acknowledge and record specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining and perfecting its rights in the Marks.

ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES UNDER THIS ASSIGNMENT. WITHOUT LIMITING THE FOREGOING, THE MARKS ARE ASSIGNED ON AN "AS IS" BASIS WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ASSIGNOR HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, CONCERNING THE MARKS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, VALIDITY OR ENFORCEABILITY. IN NO EVENT WILL ASSIGNOR BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THIS

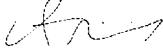
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ASSIGNMENT, REGARDLESS OF WHETHER THE RELEVANT CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ASSIGNEE ACKNOWLEDGES AND AGREES THAT THE WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS IN THIS ASSIGNMENT ARE MATERIAL, BARGAINED FOR BASES OF THIS ASSIGNMENT AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY ASSIGNEE FOR THE PURCHASE OF THE DOMAIN AND THAT ASSIGNOR WOULD NOT HAVE SOLD THE DOMAIN OR ENTERED INTO THIS ASSIGNMENT WITHOUT THESE DISCLAIMERS AND LIABILITY LIMITATIONS.

The parties may execute this Assignment in multiple counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together shall constitute one and the same instrument. Any counterpart may be executed by PDF signature and such PDF signature shall be deemed an original. The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

GEARHEAD.COM, LLC

By: 

Print Name: Cortney Liddiard

President of BV Management Services, Inc.,
Title: the Manager

Date: 05/06/2023

ASSIGNEE

Name: Turn 5, Inc.

Address: 600 Cedar Hollow Rd.

Paoli, PA 19307

By: 

Print Name: Steven Voudouris

Title: President & CEO

Date: 4/12/23

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