

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM830715

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Turbo Wholesale Tires, LLC		07/31/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Turbo Wholesale Holdings, LLC		
Street Address:	5793 Martin Road		
City:	Irwindale		
State/Country:	CALIFORNIA		
Postal Code:	91706		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4396632	LIONHART	
Registration Number:	5697015	LIONHART	
Registration Number:	4471238	LIZETTI	
Registration Number:	5937752	LIZETTI	
CORRESPONDENCE DATA			
Fax Number:	9498519348		
<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:	9498510633		
Email:	sbro@mwe.com		
Correspondent Name:	Sarah E. Bro		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	18565 Jamboree Road, Suite 250		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	117906.0014		
NAME OF SUBMITTER:	Sarah E. Bro		
SIGNATURE:	/sarah e. bro/		
DATE SIGNED:	08/09/2023		
Total Attachments: 6			

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("IP Assignment Agreement"), is made and entered into as of July 31, 2023 (the "Effective Date"), by and between Turbo Wholesale Tires, LLC, a Delaware limited liability company with an address of 5793 Martin Rd., Irwindale, California, 91706 ("Assignor"), and Turbo Wholesale Holdings, LLC, a Delaware limited liability company with an address of 5793 Martin Road, Irwindale, California, 91706 ("Assignee" and together with Assignor, the "Parties" and each, individually, a "Party").

WHEREAS, Assignor desires to assign to Assignee certain intellectual property, and Assignee desires to acquire from Assignor certain intellectual property;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, assigns, transfers and delivers to Assignee and its successors and assigns its entire right, title and interest in and to the intellectual property set forth on Schedule A, together with any and all goodwill connected with and symbolized by the foregoing (collectively, the "Intellectual Property"), as well as the underlying business that is ongoing and existing symbolized by the Intellectual Property, and all common law rights to the Intellectual Property, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and 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, as assignee of its respective entire right, title and interest therein, including all rights in and to all income, royalties, damages and payments hereafter due or payable with respect thereto, all causes of action (whether in law or in equity) with respect thereto, and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this IP Assignment Agreement.
2. Filing and Recordation. The Parties hereto agree that Assignee shall promptly file and record this IP Assignment Agreement, or the equivalent of this IP Assignment Agreement to the extent required, with the appropriate Governmental Authority as necessary to record Assignee as the assignee and owner of the Intellectual Property. Assignor and Assignee authorize and request that the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdictions, record Assignee as the assignee and owner of the Intellectual Property and register the registrations, from any pending applications included in the Intellectual Property to Assignee upon issuance or registration.
3. Assistance. From time to time hereafter, and without further consideration, Assignor shall execute and deliver, or shall cause to be executed and delivered, such further instruments of conveyance and transfer as Assignee may reasonably request to effect, consummate, confirm or evidence the transfer to Assignee, its successors and assigns of all of its Intellectual Property in accordance with the foregoing and as may be reasonably necessary to carry out of the intentions and purposes of this IP Assignment Agreement. If Assignee or its successor or assignee is unable, after reasonable effort, to obtain a signature of Assignor on a document reasonably necessary to perfect the transfer or assignment of the Intellectual Property, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as Assignor's agents and attorneys-in-fact to act for and on Assignor's behalf and

instead of Assignor, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of this IP Assignment Agreement with the same legal force and effect as if executed by Assignor. Each Party shall pay its own costs incurred to comply with its obligations hereunder.

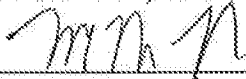
4. Successors. This IP Assignment Agreement shall inure to the benefit of and is binding upon the respective permitted successors and assigns of Assignor and Assignee.
5. Counterparts. This IP Assignment Agreement may be executed in one or more counterparts (including by means of DocuSign (or similar) or transmission in portable document format (.pdf)), all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterpart.

[Signature Pages to Follow]

IN WITNESS WHEREOF, Assignor and Assignee caused this IP Assignment Agreement to be duly executed as of the date first written above.

ASSIGNOR


Turbo Wholesale Tires, LLC

By: 
Name: Todd Tyler
Title: CFO

IN WITNESS WHEREOF, Assignor and Assignee caused this IP Assignment Agreement to be duly executed as of the date first written above.







ASSIGNEE

Turbo Wholesale Holdings, LLC

By: 
Name: Todd Tyler
Title: CFO

[SIGNATURE PAGE TO IP ASSIGNMENT AGREEMENT]

Schedule A
Intellectual Property

<u>Trademark:</u>	<u>Jurisdiction:</u>	<u>Serial No./ Registration No.:</u>
LIONHART and Design  LIONHART	United States	4396632
LIONHART	United States	5697015
LIZETTI and Design 	United States	4471238
LIZETTI	United States	5937752
LIONHART and Design  LIONHART	WIPO (Australia, China, EU, Japan, Russia)	1079739
LIZETTI and Design 	WIPO (Australia, China, EU, Japan, Russia)	1098563
LIONHART	Argentina	3052064
LIZETTI and Design 	Australia	1465081
LIONHART	Australia	2114651
LIONHART and Design  LIONHART	Canada	TMA878609
LIONHART LIONHART	Indonesia	IDM000856794
LIONHART	Republic of Korea	4016619090000

<u>Trademark:</u>	<u>Jurisdiction:</u>	<u>Serial No./ Registration No.:</u>
LIONHART		
LIONHART	Mexico	M2319486
LIONHART and Design 	Switzerland	767128
LIONHART	Taiwan	02081928
LIONHART		
LIZETTI and Design 	United Kingdom	UK00801098563
LIONHART and Design 	United Kingdom	UK00801079739
LIONHART 	Vietnam	4-2019-49604

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