

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM835716

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
O'Neal Europe GMBH & Co. KG		08/14/2023	Corporation: GERMANY
RECEIVING PARTY DATA			
Name:	Jim O'Neal Distributing, Inc.		
Street Address:	799 Camarillo Springs Road		
City:	Camarillo		
State/Country:	CALIFORNIA		
Postal Code:	93012		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2788722	O'NEAL	
Registration Number:	3910713	O'NEAL	
Registration Number:	3207804	AZONIC	
Registration Number:	3317713	O	
Registration Number:	6254164	O'NEAL	
CORRESPONDENCE DATA			
Fax Number:	8052301355		
<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:	(805) 230-1350		
Email:	alomonaco@socalip.com		
Correspondent Name:	SoCal IP Law Group LLP		
Address Line 1:	310 N Westlake Blvd., Suite 120		
Address Line 4:	Westlake Village, CALIFORNIA 91362		
ATTORNEY DOCKET NUMBER:	J002.G04156		
NAME OF SUBMITTER:	Anneliese Lomonaco		
SIGNATURE:	/Anneliese Lomonaco/		
DATE SIGNED:	08/30/2023		

OP \$140.00 2788722

Total Attachments: 4

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NOW, THEREFORE, for valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

1. ASSIGNMENT.

The Assignor does hereby sell, assign, transfer and set over to Assignee all of its right, title, and interest in and to the Trademarks in the United States and all jurisdictions outside the United States including, without limitation, the ongoing and existing portion of the Assignor's business associated with the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to sue and recover for any past or continuing infringements or contract breaches related to the Trademarks, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

The Assignor authorizes the United States Patent and Trademark Office and any other applicable jurisdictions outside the United States to record the transfer of the registrations and/or registration applications set forth in Exhibit A to Assignee as recipient of Assignors entire right, title and interest therein.

Assignor further agrees to upon the request and at the expense of Assignee: (a) cooperate with Assignee in the protection of the trademark rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including registration applications and instruments of transfer, and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Trademarks and any and all applications and registrations for the Trademarks.

2. WARRANTY.

Assignor warrants that Assignor is the legal owner of all right, title and interest in the Trademarks, that the Trademarks have not been previously pledged, assigned, or encumbered and that this Assignment does not infringe on the rights of any person.

3. GOVERNING LAW.

This Assignment is governed by and is to be construed in accordance with the laws of the State of California.

4. ENTIRE AGREEMENT.

This Assignment constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

5. SEVERABILITY.

If one or more provisions of this Assignment are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. If the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this Assignment, (ii) the balance of the Assignment will be interpreted as if such provision were so excluded and (iii) the balance of the Assignment will be enforceable in accordance with its terms.

6. ADVICE OF COUNSEL.

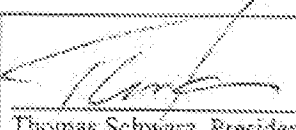
EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT WILL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

IN WITNESS whereof, the Assignor and Assignee have executed this Agreement as of the Effective Date.

Assignee:

EXECUTED by JIM O'NEAL DISTRIBUTING, INC acting by:	 Frank Kashare, President
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Assignor:

EXECUTED by O'NEAL EUROPE GMBH & CO. KG acting by:	 Thomas Schwarz, President
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Trademark Assignment

This Trademark Assignment (hereinafter referred to as the "Assignment") is made and entered into on August 14, 2023 (the "Effective Date") by and between the following parties:

**O'NEAL EUROPE GMBH & CO. KG GMBH & CO. KG FED REP GERMANY ERICH-
BLUM-STRABE 33 71665 VAHINGEN AN DER ENZ FED REP GERMANY**

(the "Assignor")

AND

JIM O'NEAL DISTRIBUTING, INC incorporated and registered in California with number C0820758 whose registered office is at 799 Camarillo Springs Road, Camarillo, CA 93012, USA

(the "Assignee")

WHEREAS, the Assignor is the sole and rightful owner of certain trademarks and/or service marks and the corresponding registrations and/or applications for registration (collectively referred to as the Trademarks) set forth below:

List of Trademark/Service Mark

Trademark: O'NEAL
US No. 2788722, serial no. 78134910
Date of filing of the application 12.06.2002

Trademark O'Neal
US No. 3910713, serial no. 85052048
Date of filing of the application 01.06.2010

Trademark: AZONIC
US No. 3207804, serial no. 78716903
Date of filing of the application 20.09.2005

Trademark: O
US No. 3317713, serial no. 78878750
Date of filing of the application 08.05.2006

WHEREAS, the Assignee desires to acquire the Assignor's right, title, and interest in and to the Trademarks; and

WHEREAS, the Assignor and Assignee are both duly authorized and capable of entering into this Assignment.

EXHIBIT A
Trademark Assignment

Trademark: O'NEAL
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Date of filing of the application 12.06.2002

Trademark O'Neal
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US No. 3317713, serial no. 78878750
Date of filing of the application 08.05.2006