

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM839102

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Roadwire LLC		08/25/2023	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Katzkin Leather, Inc.		
Street Address:	6868 Acco Street		
City:	Montebello		
State/Country:	CALIFORNIA		
Postal Code:	90640		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6971294	ROADWIRE	
Registration Number:	6971295	ROADWIRE	
CORRESPONDENCE DATA			
Fax Number:	6023826070		
<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:	602-382-6000		
Email:	sschahn@swlaw.com		
Correspondent Name:	Snell & Wilmer L.L.P.		
Address Line 1:	One East Washington St., Suite 2700		
Address Line 4:	Phoenix, ARIZONA 85004		
ATTORNEY DOCKET NUMBER:	66984.00001		
NAME OF SUBMITTER:	Grant T. Langton		
SIGNATURE:	/Grant T. Langton/		
DATE SIGNED:	09/13/2023		
Total Attachments: 7			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT (this “**Assignment**”), is made and delivered as of August 25, 2023, by:

Roadwire LLC, a Texas limited liability company, Distinctive Industries Inc., a California corporation, Classic Soft Trim, Inc., a Texas corporation, The Forrister Group, Inc., a Texas corporation, Copper Holdings 1, LLC, a Texas limited liability company, Copper Holdings 2, LLC, a Texas limited liability company, Ensenada Leather, S. de R.L. de C.V., a Mexico corporation, Automotive Resources International S. de R.L. de C.V., a Mexico corporation, and Roadwire Inc., a Nevada corporation (each, a “**Seller Group Entity**” and, collectively, “**Seller Group**”)

in favor of:

Katzkin Leather, Inc., a Delaware corporation (“**Buyer**”).

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement (as hereinafter defined).

WHEREAS, Buyer and Seller Group, among others, have entered into that certain Asset Purchase Agreement dated as of August 25, 2023 (the “**Asset Purchase Agreement**”). Under the terms of the Asset Purchase Agreement, Seller Group agreed to sell, transfer, and assign to Buyer the Intellectual Property of Seller Group shown on §3.17.1 of the Disclosure Schedule of the Asset Purchase Agreement (the “**Included Intellectual Property**”), attached hereto as Exhibit A.

NOW THEREFORE, each Seller Group Entity, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DOES HEREBY irrevocably and unconditionally grant, sell, bargain, assign, transfer, convey and deliver to Buyer, its successors and assigns, all of such Seller Group Entity’s right, title and interest free and clear of all Security Interests, in and to the Included Intellectual Property, together with the goodwill of the business connected with such Included Intellectual Property and any right to recover for past infringement of Included Intellectual Property, TO HAVE AND TO HOLD without reservation and with all of the rights and appurtenances thereto belonging unto Buyer, for itself, its successors and assigns for their own use and behalf forever; and Seller Group hereby authorizes and requests the Commissioner of Patents and Trademarks to transfer all patents, trademarks and service marks included in the Included Intellectual Property to Buyer.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, each Seller Group Entity covenants that such Seller Group Entity will do, execute and deliver, or will cause to be done, executed and delivered, all such further reasonable acts, transfers, assignments and conveyances, powers of attorney and assurances, for the better assuring, conveying and confirming unto Buyer of each of Seller Group Entity’s entire right, title and interest in and to the Included Intellectual Property as Buyer may reasonably require.

The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller Group and Buyer with respect to the Included Intellectual Property. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. As between Seller Group

and Buyer, in the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed 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.

This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and 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).

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IN WITNESS WHEREOF, intending to be legally bound hereby, each Seller Group Entity has executed and delivered this Assignment as of the date first above written.

SELLER:

Roadwire Inc.

By: DocuSigned by:
Dwight K. Forrister
8454C1C8F3C84E1

Printed Name: Dwight K. Forrister
Title: Chairman of the Board

SELLER SUBSIDIARIES:

Roadwire LLC

By: DocuSigned by:
Dwight K. Forrister
8454C1C8F3C84E1

Printed Name: Dwight K. Forrister
Title: Chairman of the Board

Distinctive Industries Inc.

By: DocuSigned by:
Dwight K. Forrister
8454C1C8F3C84E1

Printed Name: Dwight K. Forrister
Title: Chairman of the Board

Classic Soft Trim, Inc.

By: DocuSigned by:
Dwight K. Forrister
8454C1C8F3C84E1

Printed Name: Dwight K. Forrister
Title: Chairman of the Board

The Forrister Group, Inc.

By: DocuSigned by:
Dwight K. Forrister
8454C1C8F3C84E1

Printed Name: Dwight K. Forrister
Title: Chairman of the Board

Copper Holdings 1, LLC

By: DocuSigned by:
Dwight K. Forrister
8454C1C8F3C84E1

Printed Name: Dwight K. Forrister
Title: Chairman of the Board

Copper Holdings 2, LLC

By: DocuSigned by:
Dwight K. Forrister
8454C1C8F3C84E1

Printed Name: Dwight K. Forrister
Title: Chairman of the Board

Ensenada Leather, S. de R.L. de C.V.

By: DocuSigned by:
Dwight K. Forrister
8454C1C8F3C84E1

Printed Name: Dwight K. Forrister
Title: Chairman of the Board

Automotive Resources International S. de R.L.
de C.V.

By: DocuSigned by:
Dwight K. Forrister
8454C1C8F3C84E1

Printed Name: Dwight K. Forrister
Title: Chairman of the Board

[Signature Page to Assignment of Intellectual Property]

BUYER:

Katzkin Leather, Inc.

By: Timothy S. Clyde
Printed Name: Timothy S. Clyde
Title: President and Chief Executive Officer

[Signature Page to Assignment of Intellectual Property]


TRADEMARK
REEL: 008197 FRAME: 0296

EXHIBIT A
Included Intellectual Property

See attached.

Section 3.17.1

Intellectual Property

Trademarks			
Mark/Name	Owner	Serial Number	Registration Number
	Roadwire LLC	90896978	6971295
ROADWIRE	Roadwire LLC	90896971	6971294

Domain Names:

1. roadwire.com
2. roadwiregov.com
3. Roadwire.biz
4. Roadwire.cn
5. Roadwire.co.uk
6. Roadwire.com.cn
7. Roadwire.com.tw
8. Roadwire.net.cn
9. Roadwire.org.cn
10. Roadwire.tw
11. Roadwire.us
12. Roadwire.ws
13. Roadwirecares.com
14. Roadwirecares.org
15. Roadwirerp.com
16. Rwselector.com
17. Roadwire.net
18. Roadwire.org
19. Roadwireleather.com
20. Roadwiretrucks.com
21. Myaccessorysolution.com
22. Lyftcarinteriors.com
23. Lyftinteriors.com
24. Ubercarinteriors.com

Patterns (Including Electronic and Physical Copies):

All patterns related to the Business (and, for the avoidance of doubt, excluding all patterns relating to the Specialty Business and RV Business), in electronic and physical form, including all: (a) digital lists of patterns; (b) pattern line art; (c) thread charts, zipper charts, and other reference materials; (d) cut files and DXF files (used by automated cutting machines); (e) hand cut pattern pieces (plastic or paper); and (f) sewing samples (collectively, items (a) – (f) are referred to here as the “**Mediums**”). Notwithstanding the foregoing, the Acquired Assets shall also include all patterns (in electronic and physical form and in all Mediums) set forth on Attachment 3.17.1 (Patterns), which is incorporated in this Disclosure Schedule by reference

Attachment 3.17.1 (Patterns)

On file with Buyer.