

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM843714

<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>
Walker Evans Enterprises Incorporated		08/31/2023	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Polaris Industries Inc.		
<b>Street Address:</b>	2100 Highway 55		
<b>City:</b>	Medina		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55340		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4857697	WALKER EVANS RACING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6123329081		
<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>	612-332-5300		
<b>Email:</b>	jsass@merchantgould.com		
<b>Correspondent Name:</b>	Andrew S. Ehard		
<b>Address Line 1:</b>	P.O. Box 2910		
<b>Address Line 4:</b>	MINNEAPOLIS, MINNESOTA 55402-0910		
<b>ATTORNEY DOCKET NUMBER:</b>	19511.0001US01		
<b>NAME OF SUBMITTER:</b>	Andrew S. Ehard		
<b>SIGNATURE:</b>	/Andrew S. Ehard/		
<b>DATE SIGNED:</b>	10/04/2023		
<b>Total Attachments: 6</b>			
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**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”), is made and entered into as of August 31, 2023 by Walker Evans Enterprises, a California corporation (“**Assignor**”), in favor of Polaris Industries Inc., a Delaware corporation (the “**Assignee**”). Each of Assignee and Assignor are sometimes referred to herein as a “**Party**” and together as the “**Parties**”.

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated July 14, 2023 (the “**Purchase Agreement**”), whereby Assignor has agree to sell to Assignee all tangible and intangible assets owned by, used in connection with, or related to the Business, including Intellectual Property of Assignor, including the trademarks set forth on Schedule A (the “**Assigned Trademark**”); and

WHEREAS, Assignee desires to acquire all domestic and foreign rights, including common law rights, owned by Assignor in and to the Assigned Trademark.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Purchase Agreement, Assignor agrees as follows:

**AGREEMENT**

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee, and the Assignee hereby accepts the sale, assignment, transfer, conveyance and delivery of, all of such Assignor’s right, title and interest in, free and clear of all Liens, to and under the Assigned Trademark, together with all the goodwill associated with the use of or symbolized by the Assigned Trademark, all rights of enforcement and the rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present, and future infringements, unfair competition, passing off or other conflicts relating to the Assigned Trademark, including the right to compromise, sue for and collect such profits and damages, all rights of priority resulting from the filing of the Assigned Trademark, and all other rights, including common law rights, relating to the Assigned Trademark, to the extent such rights exist or may exist in the future, each to be held and enjoyed by the Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives as said rights would have been held and enjoyed by such Assignor had this Assignment not been made.
2. Recordation. Assignor hereby authorizes the Commissioner for Trademark in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee.
3. Further Assurances. Without limiting Assignor’s obligations pursuant to the Purchase Agreement, Assignor acknowledges and agrees that, at any time and from time to time after the Closing, it will execute and deliver to Assignee such further conveyances, assignments or other written assurances as Assignee may reasonably request to perfect Assignee’s title to the Assigned Trademark. Following the date hereof, Assignor shall take reasonable steps and actions, and provide reasonable cooperation and assistance to Assignee and its successors, assigns and legal

representatives, including the execution and delivery of any accurate affidavits, declarations, oaths, exhibits, assignments, or powers of attorney (limited to powers for the filing of such documents with applicable governmental agencies), as may be necessary to effect, evidence or perfect the assignment of the Assigned Trademark to Assignee or any assignee or successor thereto. If Assignor is unable for any reason to secure Assignee's signature to any document it is entitled to under this section, Assignor hereby irrevocably designates and appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the 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 Agreement with the same legal force and effect as if executed by the Assignor.

4. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of a conflict or an apparent conflict between the provisions of this Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control. Capitalized terms used herein, if not otherwise defined, have the meanings set forth in the Purchase Agreement.

5. Binding Assignment. This Assignment shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

6. Modification or Amendment. Subject to the provisions of the applicable Laws, the Parties may modify or amend this Assignment, by written agreement executed and delivered by duly authorized officers of the respective Parties.

7. No Third Party Beneficiaries. The terms and provisions set forth herein are solely for the benefit of Assignee, in accordance with and subject to the terms of this Assignment, and this Assignment is not intended to, and does not, confer upon any Person other than Assignee and its successors and assigns any rights or remedies hereunder.

8. Governing Law and Venue. This Assignment will be deemed to be made in and in all respects will be interpreted, construed and governed by and in accordance with the law of the state of Delaware without regard to the conflicts of law principles thereof to the extent that such principles would direct a matter to another jurisdiction. The parties hereto agree that the united states federal courts located in the state of Delaware shall have exclusive jurisdiction over the resolution of any dispute under this Assignment or regarding the transactions contemplated hereby, and submit and consent to the personal jurisdiction of such courts and that venue is proper therein; provided, however, that if united states federal courts located in Delaware lack subject matter jurisdiction over any dispute hereunder, the parties hereto agree that the state courts of Delaware shall have exclusive jurisdiction over the resolution of any such dispute, and the parties hereto agree to the personal jurisdiction of such courts and that venue is proper therein

9. Severability. The provisions of this Assignment will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof. If any provision of this Assignment, or the application of such provision to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable

provision will be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Assignment and the application of such provision to other Persons or circumstances will not be affected by such invalidity or unenforceability, nor will such invalidity or unenforceability affect the validity or enforceability of such provision, or the application of such provision, in any other jurisdiction.

10. Section Headings and Defined Terms. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning and interpretation of this Assignment. Except as otherwise indicated, all agreements defined herein refer to the agreement inclusive of any amendments or supplementations or the terms thereof waived or modified in accordance with this Assignment.

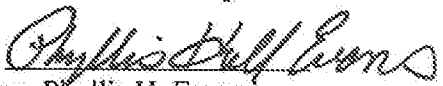
11. Counterparts. This Assignment may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts will together constitute the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission (including via DocuSign) shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the party hereto has caused this Assignment to be executed by a duly authorized officer.

**ASSIGNOR:**

**Walker Evans Enterprises**

By: 

Name: Phyllis H. Evans

Title: Secretary

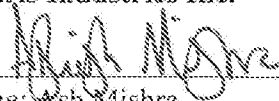
[Signature Page to Trademark Assignment]

**TRADEMARK**  
**REEL: 008217 FRAME: 0539**

IN WITNESS WHEREOF, the party hereto has caused this Assignment to be executed by a duly authorized officer.

**ASSIGNEE:**

**Polaris Industries Inc.**

By: 

Name: Ash Mishra

Title: Assistant Secretary

[Signature Page to Trademark Assignment]

**SCHEDULE A**

**ASSIGNED TRADEMARK**

<b>Mark</b>	<b>Appln No.</b>	<b>Filed</b>	<b>Regn No.</b>	<b>Regn Date</b>	<b>Owner</b>	<b>Status</b>
WALKER EVANS RACING	86390339	9/10/14	4857697	11/24/15	Walker Evans Enterprises Incorporated	Registered