

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM847462

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	02/17/2019

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ESR WHEEL CO		10/19/2023	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	WheelImage Corp.
Street Address:	350 RANGER AVE. SUITE A
City:	BREA
State/Country:	CALIFORNIA
Postal Code:	92868
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	6115855	MV FORGED+
Registration Number:	5231723	MV FORGED
Registration Number:	5213781	ESR WHEELS

CORRESPONDENCE DATA**Fax Number:**

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.

Phone: 657-999-8929
Email: Jack@PuritanLaw.com
Correspondent Name: Jack I. Jmaev
Address Line 1: 500 N. State College Blvd. Suite 1100
Address Line 4: Orange, CALIFORNIA 92868

NAME OF SUBMITTER:	Jack I. Jmaev
SIGNATURE:	/Jack I. Jmaev/
DATE SIGNED:	10/20/2023

Total Attachments: 3

source=2023-10-18-0a_Assign_dx_s#page1.tif
source=2023-10-18-0a_Assign_dx_s#page2.tif
source=2023-10-18-0a_Assign_dx_s#page3.tif

OP \$90.00 6115855

TRADEMARK ASSIGNMENT AGREEMENT 10/19/2023

This Trademark Assignment Agreement (the “**Agreement**”) is entered into this ~~10/19/2023~~ **10/19/2023** (the “**Execution Date**”) by and between ESR Wheel Co., a corporation duly organized and existing under the laws of the State of California and having its principal place of business at 350 Ranger Ave., Suite A, Brea, CA 92821 (“**Assignor**”) and WheelImage Corp., a corporation duly organized and existing under the laws of the State of Delaware and having its principal place of business at 350 Ranger Ave., Suite A, Brea, CA 92821 (“**Assignee**”).

A. WHEREAS, Assignor owns the entire right, title and interest in and to certain U.S. and foreign trademarks and services marks, both registered and unregistered, and applications for trademark and service mark registrations filed with the United States Trademark Office and foreign trademark applications, as listed in attached Exhibit A (collectively the “**Marks**”);

B. WHEREAS, on February 17, 2019 (“**Assignment Date**”), Assignee acquired from Assignor all manufacturing and quality assurance process and all goodwill associated with the Marks; and

D. WHEREAS, Assignor shall refrain from using the Marks from the Assignment Date onwards; and

E. WHEREAS Assignee desires to acquire all of Assignor’s right, title and interest, in and to the Marks together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Marks to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor’s right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks.

2. Assignor represents and warrants that:

- (i) Assignor owns the entire right, title and interest in and to the Marks;
- (ii) all registrations for the Marks are currently valid and subsisting and in full force and effect;
- (iii) Assignor has not licensed the Marks to any other person or entity or granted, either expressly or impliedly, any trademark or servicemark rights with respect to the Marks to any other person or entity;
- (iv) there are no liens or security interests against the Marks;
- (v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
- (vi) execution of this Assignment and performance of Assignor’s obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor’s Certificate of Incorporation or By-laws.

3. Assignor shall execute and deliver to Assignee on or before the Effective Date the Trademark Assignment in the form shown in Exhibit B. At any time, and from time to time after the Effective Date, at Assignee’s request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor’s expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee’s title to the Marks and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee’s expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee’s rights in the Marks.

4. Within 15 days of the execution of this Agreement, Assignee will pay Assignor the sum of \$10.

5. After the Assignment Date, Assignor agrees to make no further use of the Marks or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Marks.

6. Assignor and Assignee agree that the terms of this Agreement shall take precedence over any contrary terms of the License Agreement, including expressly Section 12 of the License Agreement.

7. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

8. Miscellaneous.

(a) This Agreement, Exhibit A, and the Trademark Assignment whose form is shown in Exhibit B constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

(b) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Delaware, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Delaware. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

(c) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

(d) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:

ESR Wheel Co.

DocuSigned by:
Adel Batarseh
By: _____
622330226641408

Name: Adel Batarseh

Title: Chief Executive Officer

ASSIGNEE:

WheelImage Corp.

DocuSigned by:
Adel Batarseh
By: : _____
622330226641408

Name: Adel Batarseh

Title: Chief Executive Officer

Exhibit A

<u>Registration No.</u>	<u>Country</u>	<u>Title/Mark</u>	<u>FILE DATE</u>	<u>REG. DATE</u>
6115855	US	MV FORGED+	11/09/2018	04/04/2020
5231723	US	Stylized MV-Forged	11/24/2016	06/27/2017
5213781	US	ESR WHEELS	11/24/2016	05/30/2017

Exhibit B

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK ASSIGNMENT**

WHEREAS, ESR WHEEL CO., a corporation duly organized and existing under the laws of the State of California and having its principal place of business at 350 Ranger Ave., Suite A, Brea, CA 92821 (“**Assignor**”) owns all the right, title and interest, including all goodwill, in and to the federal trademark registrations of the marks identified in Schedule A hereto (the “**Marks**”) and all foreign registrations everywhere in the world; and

WHEREAS, WheelImage Corp., a corporation duly organized and existing under the laws of the State of Delaware and having its principal place of business at 350 Ranger Ave., Suite A, Brea, CA 92821 (“**Assignee**”), desires to acquire all right, title and interest, including all goodwill, in and to the Marks, the registrations thereof, and the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor, as of February 17, 2019 hereby conveys and assigns to Assignee the entire right, title and interest in and to the Marks together with all goodwill of the business represented and symbolized thereby with all rights to sue and recover damages and/or profits for past infringements.

10/19/2023

Date

ESR WHEEL CO

By:

DocuSigned by:
Adel Batarseh

Name: Adel Batarseh

Title: Chief Executive Officer