

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM854920

<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>
Wrigley Corales		11/17/2023	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WheelImage Corp.		
<b>Street Address:</b>	350 Ranger Ave., Suite A		
<b>City:</b>	Brea		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92821		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97699342	AL13 DESIGN + TECHNIK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	6579998929		
<b>Email:</b>	Jack@PuritanLaw.com		
<b>Correspondent Name:</b>	Jack I. Jmaev		
<b>Address Line 1:</b>	500 N. State College Blvd., Suite 1100		
<b>Address Line 4:</b>	Orange, CALIFORNIA 92868		
<b>NAME OF SUBMITTER:</b>	JACK I. JMAEV		
<b>SIGNATURE:</b>	/JACK I. JMAEV/		
<b>DATE SIGNED:</b>	11/20/2023		
<b>Total Attachments: 6</b>			
source=Scannable Document on Nov 20, 2023 at 12_25_29 PM#page1.tif			
source=Scannable Document on Nov 20, 2023 at 12_25_29 PM#page2.tif			
source=Scannable Document on Nov 20, 2023 at 12_25_29 PM#page3.tif			
source=Scannable Document on Nov 20, 2023 at 12_25_29 PM#page4.tif			
source=Scannable Document on Nov 20, 2023 at 12_25_29 PM#page5.tif			
source=Scannable Document on Nov 20, 2023 at 12_25_29 PM#page6.tif			

OP \$40.00 97699342

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into on November 17, 2023 (the "Execution Date") by and between Wrigley Corales, an individual residing at 6441 Boisseranc St. Anaheim CA 92807 ("Assignor") and Wheelnuge 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 November 17, 2023 ("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, or has or will terminate any license to 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 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:

Wrigley Corales



Name: Wrigley Corales

Title: an Individual

ASSIGNEE:

WheelImage Corp.

By: 

Name: Adel Batarseh

Title: Chief Executive Officer

Exhibit A

Registration/Serial No.	Country	Title/Mark	FILE DATE	REG. DATE
97699342	US	AL13 DESIGN + TECHNIK	12/01/2022	

**TRADEMARK**  
**REEL: 008264 FRAME: 0338**

# JURAT

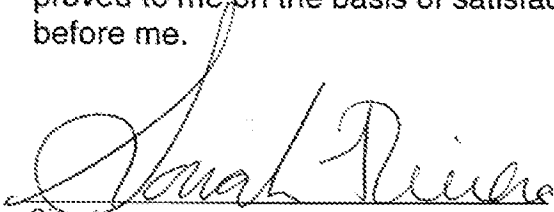
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of ORANGE

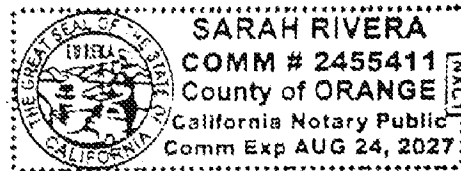
Subscribed and sworn to (or affirmed) before me on this 17<sup>th</sup> day of November,  
2023 by Wrigley Corales

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Signature

(Seal)



## OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Trademark Assignment  
(Title or description of attached document)

Agreement  
(Title or description of attached document continued)

Number of Pages 3 Document Date \_\_\_\_\_

Additional information \_\_\_\_\_

## INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
  - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

# JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

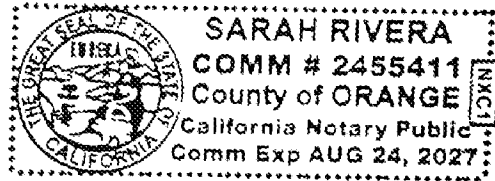
County of ORANGE

Subscribed and sworn to (or affirmed) before me on this 17<sup>th</sup> day of November, 2023 by Adel Bataresh

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

*Sarah Rivera*  
Signature

(Seal)



## OPTIONAL INFORMATION

## INSTRUCTIONS

### DESCRIPTION OF THE ATTACHED DOCUMENT

Trademark Assignment  
(Title or description of attached document)

Agreement  
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Number of Pages 3 Document Date \_\_\_\_\_

Additional information \_\_\_\_\_

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  - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

Exhibit B

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
TRADEMARK ASSIGNMENT

WHEREAS, Wrigley Corales, an individual residing at

\_\_\_\_\_ (“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

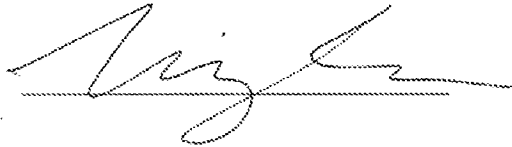
WHEREAS, WheelImage Corp., a corporation duly organized and existing under the laws of the State of Delaware and having its principal place of business at 350 Ranger Ave., Suite A, Brea, CA 92821 (“Assignee”), desires to acquire all right, title and interest, including all goodwill, in and to the Marks,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

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor, as of November 17, 2023 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.

11/17/2023

Date

Wrigley Corales, an individual



# JURAT

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State of California

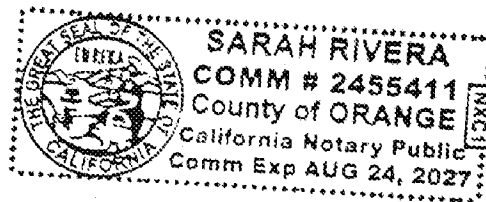
County of ORANGE

Subscribed and sworn to (or affirmed) before me on this 17<sup>th</sup> day of November, 2023 by Wrigley Corales

proved to me on the basis of satisfactory evidence to be the person(\$ ) who appeared before me.

Sarah Rivera  
Signature

(Seal)



## OPTIONAL INFORMATION

## INSTRUCTIONS

### DESCRIPTION OF THE ATTACHED DOCUMENT

Trademark Assignment  
(Title or description of attached document)

Agreement - Exhibit B  
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