

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM861361

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|---|--|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| MOMO Automotive Accessories, Inc. | | 02/07/2023 | Corporation: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | MW Company LLC | | |
| Street Address: | 6600 Stadium Drive | | |
| City: | Kansas City | | |
| State/Country: | MISSOURI | | |
| Postal Code: | 64129 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6262732 | ADV.1 FLOW SPEC | |
| Registration Number: | 6262731 | ADV.1 FLOW SPEC | |
| Registration Number: | 6821595 | DRIVEN MOTORSPORT | |
| Registration Number: | 6821594 | DRIVEN MOTORSPORT | |
| Registration Number: | 6035615 | DRIVEN MOTORSPORT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3059615812 | | |
| <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: | 3055790812 | | |
| Email: | Mary.Marcos@gtlaw.com | | |
| Correspondent Name: | Manuel R. Valcarcel, Esq. | | |
| Address Line 1: | 333 S.E. 2nd Avenue, 44th Floor | | |
| Address Line 2: | Greenberg Traurig, P.A. | | |
| Address Line 4: | Miami, FLORIDA 33131 | | |
| NAME OF SUBMITTER: | Manuel Valcarcel, Esq. | | |
| SIGNATURE: | /Manuel Valcarcel/ | | |
| DATE SIGNED: | 12/15/2023 | | |
| Total Attachments: 6 | | | |

CH \$140.00 6262732

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Trademark Assignment**”), dated as of February 7, 2023, is made by Momo Automotive Accessories, Inc., a California corporation, located at 6600 Stadium Drive, Kansas City, Missouri 64129 (“**Assignor**”) in favor of MW Company LLC, a Delaware limited liability company, located at 6600 Stadium Drive, Kansas City, Missouri 64129 (“**Assignee**”).

WHEREAS, Assignor desires to convey, transfer, and assign to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and the corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following:

(a) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks 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 Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.

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

5. Governing Law. This Trademark 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 Trademark 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).

[Signature page follows]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNOR:

MOMO AUTOMOTIVE ACCESSORIES,
INC., a California corporation

By: 
Name: Albert Diaz-Silveira
Title: Secretary

Address for Notices: 6600 Stadium Drive,
Kansas City, Missouri 64129

ASSIGNEE:

MW COMPANY LLC, a Delaware limited
liability company










By: 
Name: Ramon Magual
Title: Chief Commercial Officer

Address for Notices: 6600 Stadium Drive,
Kansas City, Missouri 64129

SCHEDULE 1
Assigned Trademarks

[See attached]

| Mark | Image | Country | Status | Filed Date | Appl. No. | Reg. Date | Reg. No. | Owner | Class | Goods |
|----------------------|-------|----------------|------------|------------|-----------|------------|----------|-----------------------------------|-------|--|
| ADV.1 | | Australia | Registered | 12/10/2019 | A0092372 | 12/10/2019 | 1509498 | Momo Automotive Accessories, Inc. | 12 | 12: Vehicle wheels; Wheels |
| ADV.1 FLOW SPEC | | Australia | Registered | 12/10/2019 | A0092370 | 12/10/2019 | 1508072 | Momo Automotive Accessories, Inc. | 12 | 12: Vehicle wheels |
| ADV.1 FLOW SPEC logo | | Australia | Registered | 12/10/2019 | A0092371 | 12/10/2019 | 1509685 | Momo Automotive Accessories, Inc. | 12 | 12: Vehicle wheels |
| ADV.1 | | China | Published | 2/20/2021 | 53741760 | | | Momo Automotive Accessories, Inc. | 12 | 12: Vehicle wheels; Wheels |
| ADV.1 FLOW SPEC | | China | Registered | 12/10/2019 | A0092370 | 12/10/2019 | 1508072 | Momo Automotive Accessories, Inc. | 12 | 12: Vehicle wheels |
| ADV.1 FLOW SPEC logo | | China | Published | 2/20/2021 | 53741761 | | | Momo Automotive Accessories, Inc. | 12 | 12: Vehicle wheels |
| ADV.1 FLOW SPEC | | European Union | Registered | 12/10/2019 | A0092370 | 12/10/2019 | 1508072 | Momo Automotive Accessories, Inc. | 12 | 12: Vehicle wheels |
| ADV.1 FLOW SPEC logo | | European Union | Registered | 12/10/2019 | A0092371 | 12/10/2019 | 1509685 | Momo Automotive Accessories, Inc. | 12 | 12: Vehicle wheels |
| ADV.1 | | International | Registered | 12/10/2019 | A0092372 | 12/10/2019 | 1509498 | Momo Automotive Accessories, Inc. | 12 | 12: Vehicle wheels; Wheels |
| ADV.1 FLOW SPEC | | International | Registered | 12/10/2019 | A0092370 | 12/10/2019 | 1508072 | Momo Automotive Accessories, Inc. | 12 | 12: Vehicle wheels |
| ADV.1 FLOW SPEC logo | | International | Registered | 12/10/2019 | A0092371 | 12/10/2019 | 1509685 | Momo Automotive Accessories, Inc. | 12 | 12: Vehicle wheels |
| ADV.1 | | Japan | Registered | 12/10/2019 | 1509498A | 12/10/2019 | 1509498A | Momo Automotive Accessories, Inc. | 12 | 12: Vehicle wheels; wheels for automobiles and motorcycles |
| ADV.1 FLOW SPEC | | Japan | Registered | 12/10/2019 | A0092370 | 12/10/2019 | 1508072 | Momo Automotive Accessories, Inc. | 12 | 12: Vehicle wheels |
| ADV.1 FLOW SPEC logo | | Japan | Registered | 12/10/2019 | A0092371 | 12/10/2019 | 1509685A | Momo Automotive Accessories, Inc. | 12 | 12: Vehicle wheels |
| ADV.1 | | Mexico | Registered | 12/10/2019 | 1509498 | 7/9/2021 | 2273734 | Momo Automotive Accessories, Inc. | 12 | 12: Vehicle wheels; Wheels |
| ADV.1 FLOW SPEC | | Mexico | Registered | 12/10/2019 | 1508072 | 6/8/2021 | 2257391 | Momo Automotive Accessories, Inc. | 12 | 12: Vehicle wheels |
| ADV.1 FLOW SPEC logo | | Mexico | Registered | 12/10/2019 | 1509685 | 7/15/2021 | 2275037 | Momo Automotive Accessories, Inc. | 12 | 12: Vehicle wheels |
| ADV.1 (word mark) | | Taiwan | Registered | 4/8/2020 | 109021854 | 1/1/2023 | 02272013 | Momo Automotive Accessories, Inc. | 12 | 12: Vehicle wheels |

| Mark | Image | Country | Status | Filed Date | Appl. No. | Reg. Date | Reg. No. | Owner | Class | Goods |
|-------------------------------------|---|--------------------------|------------|------------|---------------|------------|---------------|-----------------------------------|--------|--|
| ADV.1 FLOW SPEC |  | Taiwan | Registered | 4/8/2020 | 109021853 | 1/1/2023 | 02272012 | Momo Automotive Accessories, Inc. | 12 | 12: Vehicle wheels |
| ADV.1 FLOW SPEC logo |  | Taiwan | Registered | 4/8/2020 | 109021852 | 1/1/2023 | 02272011 | Momo Automotive Accessories, Inc. | 12 | 12: Vehicle wheels |
| ADV.1 | | United Arab Emirates | Registered | 4/20/2021 | 349498 | 8/26/2021 | 349498 | Momo Automotive Accessories, Inc. | 12 | 12: Vehicle wheels |
| ADV.1 FLOW SPEC |  | United Kingdom | Registered | 12/10/2019 | UK00800092370 | 12/10/2019 | UK00801508072 | Momo Automotive Accessories, Inc. | 12 | 12: Vehicle wheels |
| ADV.1 FLOW SPEC logo |  | United Kingdom | Registered | 12/10/2019 | UK00800092371 | 12/10/2019 | UK00801509685 | Momo Automotive Accessories, Inc. | 12 | 12: Vehicle wheels |
| ADV.1 FLOW SPEC |  | United States of America | Registered | 10/21/2019 | 88/661,775 | 2/2/2021 | 6,262,732 | Momo Automotive Accessories, Inc. | 12 | 12: Vehicle wheels |
| ADV.1 FLOW SPEC logo |  | United States of America | Registered | 10/21/2019 | 88/661,770 | 2/2/2021 | 6,262,731 | Momo Automotive Accessories, Inc. | 12 | 12: Vehicle wheels |
| DRIVEN MOTORSPORT |  | United States of America | Registered | 2/5/2020 | 88/786,210 | 8/16/2022 | 6,821,595 | Momo Automotive Accessories, Inc. | 12 | 12: Vehicle wheels |
| DRIVEN MOTORSPORT (LOGO) |  | United States of America | Registered | 2/5/2020 | 88/786,200 | 8/16/2022 | 6,821,594 | Momo Automotive Accessories, Inc. | 12 | 12: Vehicle wheels |
| DRIVEN MOTORSPORT (stylized/design) |  | United States of America | Registered | 9/30/2018 | 88/677,016 | 4/14/2020 | 6035615 | Momo Automotive Accessories, Inc. | 12, 25 | 12: Aftermarket automotive accessories and parts, namely, steering wheels for vehicles, and seats for vehicles |