

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM872076

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMS Vans, LLC		12/29/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	AMS Vans Buyer, LLC		
Street Address:	5202 S. 28th Place		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85040		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5589078	AMS VANS AMERICA'S MOBILITY SUPERSTORE	
CORRESPONDENCE DATA			
Fax Number:	3032913201		
<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:	303-291-3205		
Email:	ip@fennemorelaw.com		
Correspondent Name:	Bruce E. Dahl		
Address Line 1:	1700 Lincoln Street		
Address Line 2:	Suite 2400		
Address Line 4:	Denver, COLORADO 80203-4524		
ATTORNEY DOCKET NUMBER:	093214.0144		
NAME OF SUBMITTER:	Bruce E. Dahl		
SIGNATURE:	/Bruce E Dahl/		
DATE SIGNED:	01/29/2024		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of December 29, 2023 (the "Effective Date"), is made by AMS Vans, LLC, a Delaware limited liability company ("Assignor"), to AMS Vans Buyer, LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are each referred to individually as a "Party" and together as the "Parties."

WHEREAS, Assignor and Assignee have executed a Strict Foreclosure and Asset Purchase Agreement, dated as of the date hereof (as may be amended from time to time, the "Foreclosure Agreement"), pursuant to which, among other things, Assignor has agreed to voluntarily sell, convey, transfer, assign, and deliver to the Assignee, and the Assignee has agreed to purchase, acquire, and accept from Assignor, all of Assignor's right, title and interest in, to and under the Specified Collateral (as defined in the Foreclosure Agreement) and Purchased Assets (as defined in the Foreclosure Agreement);

WHEREAS, the Specified Collateral and Purchased Assets include the trademark registrations and trademark applications, including all issuances, extensions, and renewals thereof, listed in Exhibit A attached hereto (the "Assigned Trademarks"); and

WHEREAS, pursuant to the Foreclosure Agreement, Assignor has agreed to execute this Assignment in order to effectuate, evidence and record its assignment of the Assigned Trademarks to Assignee in the United States Patent and Trademark Office and corresponding offices in other applicable jurisdictions (as applicable).

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

SECTION 1. Assignment. 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 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.

SECTION 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 Assignment upon request by Assignee. Following the date hereof, at Assignee's expense, Assignor shall take all reasonable steps and actions, and provide such reasonable 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 necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

SECTION 3. Power of Attorney. Assignor hereby irrevocably grants Assignee power of attorney to execute and deliver any of the documents referenced in Section 2 on Assignor's behalf in its name and to do all other lawfully permitted acts to transfer the Assigned Trademarks to Assignee and further the transfer, issuance, prosecution, and maintenance of all intellectual property rights therein, to the full extent permitted by law. The power of attorney is coupled with an interest and shall not be impacted by Assignor's subsequent incapacity.

SECTION 4. Definitions. Capitalized terms used but not defined in this Assignment shall have the meanings given to such terms in the Foreclosure Agreement.

SECTION 5. Foreclosure Agreement. Nothing in this Agreement, express or implied, is intended to or shall (or shall be construed or deemed) to modify, expand or limit in any way the provisions of the Foreclosure Agreement. In the event of any conflict, ambiguity or inconsistency between any provision of this Agreement, on the one hand, and any provision of the Foreclosure Agreement, on the other hand, the provision of the Foreclosure Agreement shall govern and control. Without limiting the generality of the foregoing, Assignee acknowledges and agrees that Assignor makes no representation or warranty, expressed or implied, with respect to the Purchased Assets or the Assumed Liabilities except as specifically set forth herein and in the Foreclosure Agreement.

SECTION 6. Governing Law. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed and interpreted in accordance with, the Law of the State of New York.

SECTION 7. Counterparts and PDF. This Assignment may be executed electronically (including via facsimile or electronic mail) in any number of counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument. At the request of either Party, the other Party hereto will re-execute original forms of this Assignment and deliver it to the other Party. No Party will raise the use of a facsimile machine, PDF or other electronic transmission to deliver a signature or the fact that any signature or contract was transmitted or communicated through the use of facsimile machine, PDF or other electronic transmission as a defense to the formation of a contract and each Party forever waives any such defense.

SECTION 8. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed on its behalf as of the day and year first above written.

ASSIGNOR:

AMS VANS, LLC

DocuSigned by:

By: Philip Angelechio
448998A1056184EA
Name: Philip Angelechio
Title: Interim Chief Executive Officer

ASSIGNEE:

AMS VANS BUYER, LLC

By: _____
Name: David Wisen
Title: President

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed on its behalf as of the day and year first above written.

ASSIGNOR:

AMS VANS, LLC

By: _____
Name: Philip Angelechio
Title: Chief Executive Officer

ASSIGNEE:

AMS VANS BUYER, LLC

DocuSigned by:
By: *David Wisen* _____
Name: David Wisen
Title: President

**Exhibit A
Assigned Trademarks**

MARK	STATUS	REGISTRATION/ (SERIAL) NO.	REGISTRATION/ (FILING) DATE	OWNER
ACCESS360	Registered	4,406,485	09-24-2013	Vantage Mobility International, L.L.C.
ACCESS360 & Design 	Registered	4,403,277	09-17-2013	Vantage Mobility International, L.L.C.
APEX	Registered	6,086,407	06-23-2020	Vantage Mobility International, LLC
ASSURANCE BY VMI	Registered	6,001,901	03-03-2020	Vantage Mobility International, LLC
IMAGINE POSSIBILITIES	Registered	5,217,869	06-06-2017	Vantage Mobility International, LLC
LEGEND	Registered	5,882,630	10-15-2019	Vantage Mobility International, LLC
NORTHSTAR	Registered	5,217,870	06-06-2017	Vantage Mobility International, LLC
PARKSMART	Registered	7,055,819	05-16-2023	Vantage Mobility International, LLC
POWERKNEEL	Registered	2,388,883	09-19-2000	Vantage Mobility International, L.L.C.
SURE DEPLOY	Registered	3,441,514	06-03-2008	Vantage Mobility International, LLC
VERGE	Registered	6,086,408	06-23-2020	Vantage Mobility International, LLC
VMI	Registered	4,641,140	11-18-2014	Vantage Mobility International, LLC
VMI & Design 	Registered	4,641,142	11-18-2014	Vantage Mobility International, LLC
AMS VANS AMERICA'S MOBILITY SUPERSTORE and design 	Registered	5,589,078	10-23-2018	AMS Vans, LLC
AMERIVAN	Registered	2,924,336	02-01-2005	Vantage Mobility International, LLC
FLEXFLOOR	Registered	6,048,157	05/05/2020	Vantage Mobility International, LLC