

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299814

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sport Truck USA, Inc.		03/31/2014	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	ST USA Holding Corp.		
Street Address:	915 Disc Drive		
City:	Scotts Valley		
State/Country:	CALIFORNIA		
Postal Code:	95066		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3625678	JKS	
CORRESPONDENCE DATA			
Fax Number:	5133611201		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	513.361.1200		
Email:	trademark@squiresanders.com		
Correspondent Name:	Andrew M. Simon		
Address Line 1:	Squire Sanders (US) LLP		
Address Line 2:	221 E. Fourth St., Suite 2900		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	112030.00002		
NAME OF SUBMITTER:	Andrew M. Simon		
SIGNATURE:	/AMS/		
DATE SIGNED:	03/31/2014		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “**Agreement**”) is effective as of March 31, 2014 (the “**Effective Date**”) by and between Sport Truck USA, Inc., a Michigan corporation, with a business address of 491 West Garfield Ave., Coldwater, Michigan 49036 (“**Assignor**”), and ST USA Holding Corp., a Delaware corporation, with a business address of 915 Disc Drive Scotts Valley, California 95066 (“**Assignee**”).

WITNESSETH:

WHEREAS, Assignor is the owner of the trademarks and associated registrations listed in Exhibit A (the “**Marks**”).

WHEREAS, pursuant to that certain Asset Purchase Agreement by and between Assignor and Assignee dated as of March 5, 2014 (the “**Purchase Agreement**”), Assignor has agreed to assign and has assigned to Assignee all of Assignor’s rights, title and interest in and to the Marks, including any and all goodwill relating thereto, in the United States of America and its territories and possessions (the “**Territory**”).

WHEREAS, Assignor and Assignee have agreed to enter into this Agreement as further evidence of Assignor’s assignment of its rights in and to the Marks pursuant to the Purchase Agreement;

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

1. Assignment. Assignor hereby sells, assigns, transfers and conveys to Assignee, effective as of the Effective Date, absolutely and in perpetuity, all of Assignor’s entire right, title, and interest in and to the Marks in the Territory, together with all of the goodwill associated therewith, and including the right to sue for and receive all damages from past infringements arising prior to the Effective Date, the same to be held and enjoyed by Assignee, its successors and assigns.

2. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Michigan applicable to agreements made and to be performed entirely within such state, but excluding the conflicts of laws principles thereof.

3. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives as of the date written below.

ASSIGNOR

By: 

Name: STEVE OLMSHEAD

Title: President

Date: 3/31/14

ASSIGNEE

By: _____

Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives as of the date written below.

ASSIGNOR

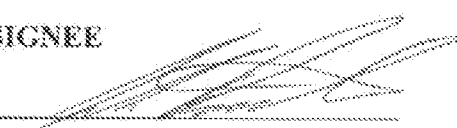
By: _____

Name: _____

Title: _____

Date: _____

ASSIGNEE

By:  _____

Name: John Boston

Title: SUP B.D.

Date: _____

[Signature Page to Trademark Assignment]

EXHIBIT A

MARKS

MARK	COUNTRY	REG. NUMBER
JKS	United States	3625678