

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394693

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900371968		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spectrum Fabrication Inc.		07/01/2016	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	ST USA Holding Corp.		
Street Address:	9215 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:	4737399	RT	
CORRESPONDENCE DATA			
Fax Number:	4153939887		
<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:	415.954.0200		
Email:	trademark@squirepb.com		
Correspondent Name:	Allyson M. Madrid		
Address Line 1:	Squire Patton Boggs (US) LLP		
Address Line 2:	275 Battery Street, Suite 2600		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	112030.00009		
NAME OF SUBMITTER:	Allyson M. Madrid		
SIGNATURE:	/Allyson M. Madrid/		
DATE SIGNED:	08/11/2016		
Total Attachments: 12			
source=Trademark Cover Sheet (original)#page1.tif			
source=Trademark Cover Sheet (original)#page2.tif			
source=Trademark Assignment Agreement (Execution Version)#page1.tif			

source=Trademark Assignment Agreement (Execution Version)#page2.tif
source=Trademark Assignment Agreement (Execution Version)#page3.tif
source=Trademark Assignment Agreement (Execution Version)#page4.tif
source=Trademark Assignment Agreement (Execution Version)#page5.tif
source=Trademark Assignment Agreement (Resubmission)#page1.tif
source=Trademark Assignment Agreement (Resubmission)#page2.tif
source=Trademark Assignment Agreement (Resubmission)#page3.tif
source=Trademark Assignment Agreement (Resubmission)#page4.tif
source=Trademark Assignment Agreement (Resubmission)#page5.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Trademark Assignment**”), dated July 1, 2016 (“**Effective Date**”), is by and between Spectrum Fabrication, Inc., a Michigan corporation (“**Assignor**”) and ST USA Holding Corp., a Delaware corporation (“**Assignee**”) (each individually a “**Party**” and collectively the “**Parties**”).

RECITALS

WHEREAS, Assignor, Assignee and Andrew J. Prins, have entered into an Asset Purchase Agreement, dated as of July 1, 2016 (as amended, restated, supplemented or otherwise modified from time to time pursuant to its terms, the “APA”), pursuant to which, among other things, Assignor has agreed to sell, convey, assign and transfer to Assignee, and Assignee has agreed to purchase, acquire, accept and assume from Assignor, the Acquired Trademarks (defined below);

WHEREAS, Assignor owns the trademarks as set forth on Appendix A hereto (the “Acquired Trademarks”);

WHEREAS, in connection with the APA and pursuant to this Trademark Assignment, Assignor agrees to assign the trademarks set forth on Appendix A pursuant to the conditions set forth in Article II to Assignee such that Assignee owns such Acquired Trademarks; and

WHEREAS, Assignor and Assignee are desirous of making this Trademark Assignment a matter of record.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of the APA, the Parties hereto agree as follows:

ARTICLE I CERTAIN DEFINITIONS

1.01 General. Any capitalized item used but not defined herein will have the meaning set forth in the APA.

ARTICLE II ASSIGNMENT AND ASSUMPTION

2.01 Assignment from Assignor. In accordance with and subject to the terms and conditions of the APA, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, all of Assignor’s direct and indirect rights, titles and interests in and to the Acquired Trademarks in the respective applicable territories (collectively, the “**Geography**”), together with the goodwill associated with the Acquired Trademarks, for Assignee’s full own property, use and enjoyment. Effective at and after the Closing Date, Assignor authorizes and requests that Assignee file this Trademark Assignment with the national trademark offices within the Geography and any other applicable governmental entity and/or registrar necessary to record Assignee as the assignee and owner of the Acquired Trademarks.

2.02 Acceptance and Assumption by Assignee. In accordance with and subject to the terms and conditions of the APA, Assignee hereby purchases, acquires and accepts the assignment, transfer and conveyance, in accordance with the terms of Assignor’s rights, titles and interests in, under and to the Acquired Trademarks assigned to such Assignee pursuant to Section 2.01 above.

Assignee accepts, assumes, undertakes and agrees to pay or cause to be paid all liabilities arising out of or related to the Acquired Trademarks from and after the Closing Date.

- 2.03 Fees and Expenses.** Any fees, costs and expenses for the recording of this Trademark Assignment with the appropriate governmental entities, trademark offices and/or registrars shall be borne by the Assignor, on the one hand, and the Assignee, on the other hand, on a fifty-fifty (50-50) basis.


**ARTICLE III
MISCELLANEOUS**

- 3.01 Binding Effect.** This Trademark Assignment shall be binding upon and inure to the benefit of the Assignor and the Assignee and their respective successors and permitted assignees.
- 3.02 Consideration.** The Parties agree and acknowledge that good and valuable consideration for the Acquired Trademarks has already been considered, and is part of the consideration paid by Assignee pursuant to the APA.
- 3.03 Subject to APA.** The scope, nature and extent of this Trademark Assignment are expressly set forth in the APA. Nothing contained in this Trademark Assignment shall be construed as a waiver of or limitation upon any of the rights or remedies set forth in, or arising in connection with, the APA or any other Transaction Document. This Trademark Assignment is not intended to create any broader obligations than those contemplated in the APA, and in the event of any ambiguity, inconsistency or conflict between the terms hereof and the APA, the terms of the APA shall be governing and controlling.
- 3.04 Governing Law.** This Trademark Assignment is governed by the Laws of the State of New York, USA, without regard to any principle of conflict or choice of laws that would cause the application of the laws of any other jurisdiction.
- 3.05 Successors and Assigns.** Neither Assignor nor Assignee may assign this Trademark Assignment, or any of their rights or liabilities hereunder, without the prior written consent of the other Party hereto, provided that Assignor and Assignee may so assign, in whole or in part, to one or more of their Affiliates.
- 3.06 Counterparts.** This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures page follows this page]

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be duly executed effective as of the date first above written.

SPECTRUM FABRICATION, INC.
a Michigan corporation

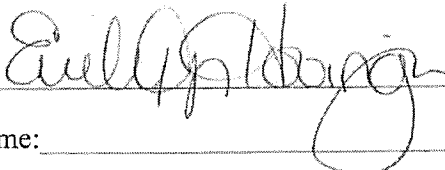
By: 
Name: Andrew J. Prins
Title: President
Date: June 30, 2016

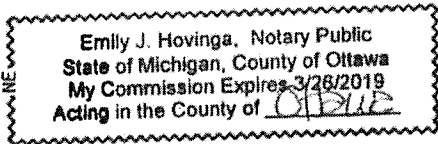
STATE OF MICHIGAN)

ss:

COUNTY OF OTTAWA)

Acknowledged before me in Ottawa County, Michigan, on June 30, 2016 by Andrew J. Prins, President of Spectrum Fabrication, Inc., a Michigan corporation, for the corporation

Signature: 
Printed Name: _____
Notary public, State of Michigan, County of Ottawa



My commission expires: _____

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be duly executed effective as of the date first above written.

SPECTRUM FABRICATION, INC.
a Michigan corporation

By:
Name: J. Prins
Title: President
Date: June 30, 2016

STATE OF MICHIGAN)

SS

COUNTY OF OTTAWA)

Acknowledged before me in Ottawa County, Michigan, on June 30, 2016 by Andrew J. Prins, President of Spectrum Fabrication, Inc., a Michigan corporation, for the corporation

Signature:

Printed Name:

Notary public, State of Michigan, County of Ottawa

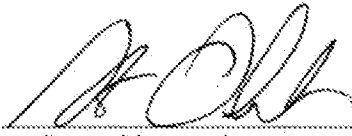
Emi
State
My C
Acting

My commission expires:

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be duly executed effective as of the date first above written.

ST USA HOLDING CORP.

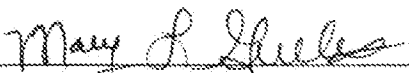
By: 
Name: Steve Olmstead
Title: President
Date: 6/30/16

STATE OF MICHIGAN)

ss:

COUNTY OF BRANCH)

Acknowledged before me in Branch County, Michigan, on June 30, 2016 by Steve Olmstead, President of ST USA Holding Corp., a Delaware corporation, for the corporation

Signature: 
Printed Name: Mary L. Guthrie
Notary public, State of Michigan, County of [Branch] Calhoun acting in Branch

My commission expires: 11/28/18

Mary L. Guthrie
Notary Public - State of Michigan
My Commission Expires 11/28/ 18
Acting in the County of Branch

[Signature Page to Trademark Assignment]

Appendix A

Country	Trademark	Image	Status	Appl. No.	File Date	Reg. No.	Reg. Date	Goods and Services	Ref. No.
US	"RT"		live	RCT-131551	July 30, 2013	4,737,399	May 19, 2015	Utility Terrain Vehicle (UTV) performance parts, namely: bumpers, nerf bars, rollcages, springs, chassis plates, lift brackets, suspension arm braces, cross braces gusset plates, roll cage mounts, sway bar braces, trailing arm braces, suspension arms, suspension trailing arms, sway bar braces, trailing arm braces, suspension arms and suspension trailing arms, in class 12 (U.S. cls. 19, 21, 23, 31, 35 and 44)	86-023,186

TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Trademark Assignment**”), dated July 1, 2016 (“**Effective Date**”), is by and between Spectrum Fabrication, Inc., a Michigan corporation (“**Assignor**”) and ST USA Holding Corp., a Delaware corporation (“**Assignee**”) (each individually a “**Party**” and collectively the “**Parties**”).

RECITALS

WHEREAS, Assignor, Assignee and Andrew J. Prins, have entered into an Asset Purchase Agreement, dated as of July 1, 2016 (as amended, restated, supplemented or otherwise modified from time to time pursuant to its terms, the “APA”), pursuant to which, among other things, Assignor has agreed to sell, convey, assign and transfer to Assignee, and Assignee has agreed to purchase, acquire, accept and assume from Assignor, the Acquired Trademarks (defined below);

WHEREAS, Assignor owns the trademarks as set forth on Appendix A hereto (the “Acquired Trademarks”);

WHEREAS, in connection with the APA and pursuant to this Trademark Assignment, Assignor agrees to assign the trademarks set forth on Appendix A pursuant to the conditions set forth in Article II to Assignee such that Assignee owns such Acquired Trademarks; and

WHEREAS, Assignor and Assignee are desirous of making this Trademark Assignment a matter of record.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of the APA, the Parties hereto agree as follows:

ARTICLE I CERTAIN DEFINITIONS

1.01 General. Any capitalized item used but not defined herein will have the meaning set forth in the APA.

ARTICLE II ASSIGNMENT AND ASSUMPTION

2.01 Assignment from Assignor. In accordance with and subject to the terms and conditions of the APA, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, all of Assignor’s direct and indirect rights, titles and interests in and to the Acquired Trademarks in the respective applicable territories (collectively, the “**Geography**”), together with the goodwill associated with the Acquired Trademarks, for Assignee’s full own property, use and enjoyment. Effective at and after the Closing Date, Assignor authorizes and requests that Assignee file this Trademark Assignment with the national trademark offices within the Geography and any other applicable governmental entity and/or registrar necessary to record Assignee as the assignee and owner of the Acquired Trademarks.

2.02 Acceptance and Assumption by Assignee. In accordance with and subject to the terms and conditions of the APA, Assignee hereby purchases, acquires and accepts the assignment, transfer and conveyance, in accordance with the terms of Assignor’s rights, titles and interests in, under and to the Acquired Trademarks assigned to such Assignee pursuant to Section 2.01 above.

Assignee accepts, assumes, undertakes and agrees to pay or cause to be paid all liabilities arising out of or related to the Acquired Trademarks from and after the Closing Date.

- 2.03 Fees and Expenses.** Any fees, costs and expenses for the recording of this Trademark Assignment with the appropriate governmental entities, trademark offices and/or registrars shall be borne by the Assignor, on the one hand, and the Assignee, on the other hand, on a fifty-fifty (50-50) basis.

ARTICLE III MISCELLANEOUS

- 3.01 Binding Effect.** This Trademark Assignment shall be binding upon and inure to the benefit of the Assignor and the Assignee and their respective successors and permitted assignees.
- 3.02 Consideration.** The Parties agree and acknowledge that good and valuable consideration for the Acquired Trademarks has already been considered, and is part of the consideration paid by Assignee pursuant to the APA.
- 3.03 Subject to APA.** The scope, nature and extent of this Trademark Assignment are expressly set forth in the APA. Nothing contained in this Trademark Assignment shall be construed as a waiver of or limitation upon any of the rights or remedies set forth in, or arising in connection with, the APA or any other Transaction Document. This Trademark Assignment is not intended to create any broader obligations than those contemplated in the APA, and in the event of any ambiguity, inconsistency or conflict between the terms hereof and the APA, the terms of the APA shall be governing and controlling.
- 3.04 Governing Law.** This Trademark Assignment is governed by the Laws of the State of New York, USA, without regard to any principle of conflict or choice of laws that would cause the application of the laws of any other jurisdiction.
- 3.05 Successors and Assigns.** Neither Assignor nor Assignee may assign this Trademark Assignment, or any of their rights or liabilities hereunder, without the prior written consent of the other Party hereto, provided that Assignor and Assignee may so assign, in whole or in part, to one or more of their Affiliates.
- 3.06 Counterparts.** This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures page follows this page]

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be duly executed effective as of the date first above written.

ST USA HOLDING CORP.

By: [Signature]
Name: Steve Olmstead
Title: President
Date: 6/30/16

STATE OF MICHIGAN)

ss:

COUNTY OF BRANCH)

Acknowledged before me in Branch County, Michigan, on June 30, 2016 by Steve Olmstead, President of ST USA Holding Corp., a Delaware corporation, for the corporation

Signature: [Signature]


Printed Name: Mary L Guthrie
cahoun acting in Branch
Notary public, State of Michigan, County of [Branch]

My commission expires: 11/28/18

Mary L. Guthrie
Notary Public - State of Michigan
My Commission Expires 11/28/18
Acting in the County of Branch

[Signature Page to Trademark Assignment]

Appendix A

Country	Trademark	Image	Status	Appl. No.	File Date	Reg. No.	Reg. Date	Goods and Services	Ref. No.
US	"RT"		live	RCT-131551	July 30, 2013	4,737,399	May 19, 2015	Utility Terrain Vehicle (UTV) performance parts, namely, bumpers, nerf bars, rollcages, springs, chassis plates, lift brackets, suspension arm braces, cross braces gusset plates, roll cage mounts, sway bar braces, trailing arm braces, suspension arms, suspension trailing arms, sway bar braces, trailing arm braces, suspension arms and suspension trailing arms, in class 12 (U.S. cls. 19, 21, 23, 31, 35 and 44)	86-023,186

A-1

010-8151-4608/5/AMERICAS