# OP \$90.00 85957539

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM398593

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Advance One Wheels Inc.		09/14/2016	Corporation: FLORIDA

#### **RECEIVING PARTY DATA**

Name:	3B Works LLC	
Street Address:	2020 Ponce de Leon Blvd.	
Internal Address:	PH-2	
City:	Coral Gables	
State/Country:	FLORIDA	
Postal Code:	33134	
Entity Type:	Limited Liability Company: FLORIDA	

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	85957539	TIKORE
Serial Number:	85897739	ADV1
Serial Number:	85897795	ADV.1

#### **CORRESPONDENCE DATA**

Fax Number:

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.

Email: ADiaz-Silveira@aadslaw.com

Correspondent Name: Albert Diaz-Silveira

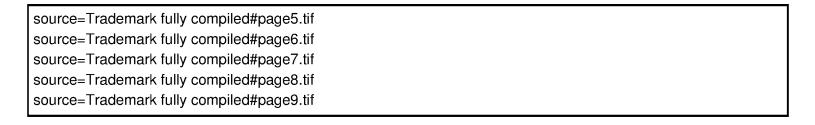
Address Line 1: 1001 Brickell Bay Drive

Address Line 4: Miami, FLORIDA 33131

NAME OF SUBMITTER:	Albert Diaz-Silveira
SIGNATURE:	/Albert Diaz-Silveira/
DATE SIGNED:	09/15/2016

**Total Attachments: 9** 

source=Trademark fully compiled#page1.tif source=Trademark fully compiled#page2.tif source=Trademark fully compiled#page3.tif source=Trademark fully compiled#page4.tif



#### TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "**Trademark Assignment**"), dated as of September 14, 2016, is made by Advance One Wheels Inc., a Florida corporation ("**Seller**"), in favor of 3B Works LLC, a Florida limited liability company ("**Buyer**"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement, dated as of the date hereof (the "**Purchase Agreement**").

**WHEREAS**, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

#### **NOW THEREFORE**, the parties agree as follows:

- Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:
  - a. the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Seller's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;
  - b. all rights of any kind whatsoever of Seller 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. Seller 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 Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 Buyer, or any assignee or successor thereto.
- 3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

- 4. <u>Counterparts</u>. 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.
- 5. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. Governing Law. THIS TRADEMARK ASSIGNMENT AND THE LEGAL RELATIONS BETWEEN THE PARTIES HERETO SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, WITHOUT REGARD TO THE CONFLICT OF LAWS RULES THEREOF. THE STATE OR FEDERAL COURTS LOCATED WITHIN MIAMI-DADE COUNTY IN THE STATE OF FLORIDA SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY AND ALL DISPUTES BETWEEN THE PARTIES HERETO, WHETHER IN LAW OR EQUITY, ARISING OUT OF OR RELATING TO THIS TRADEMARK ASSIGNMENT AND THE AGREEMENTS, INSTRUMENTS AND DOCUMENTS CONTEMPLATED HEREBY AND THE PARTIES CONSENT TO AND AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS. EACH OF THE PARTIES HERETO HEREBY WAIVES AND AGREES NOT TO ASSERT IN ANY SUCH DISPUTE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM THAT (A) SUCH PARTY IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF SUCH COURTS, (B) SUCH PARTY AND SUCH PARTY'S PROPERTY IS IMMUNE FROM ANY LEGAL PROCESS ISSUED BY SUCH COURTS OR (C) ANY LITIGATION OR OTHER PROCEEDING COMMENCED IN SUCH COURTS IS BROUGHT IN AN INCONVENIENT FORUM.
- 7. Waiver of Jury Trial. EACH OF THE PARTIES TO THIS TRADEMARK ASSIGNMENT HEREBY IRREVOCABLY WAIVES, AND SHALL CAUSE ITS SUBSIDIARIES AND AFFILIATES TO WAIVE, ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS TRADEMARK ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

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

ADVANCE ONE WHEELS INC.

Name: JROW Surrous

Title: PRESIDENT, SEREMAY, TREBURER

#### **SCHEDULE 1**

#### ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

[See attached]



#### **UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

SEPTEMBER 14, 2016

PTAS

ALBERT DIAZ-SILVEIRA 1001 BRICKELL BAY DRIVE MIAMI, FL 33131 900377636

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 09/11/2016 REEL/FRAME: 5873/0709 NUMBER OF PAGES: 2

BRIEF: ASSIGNS THE ENTIRE INTEREST

ASSIGNOR:

TIKORE INDUSTRIES, LLC DOC DATE: 02/25/2016 CITIZENSHIP: FLORIDA

ENTITY: LIMITED LIABILITY COMPANY

ASSIGNEE:

ADVANCE ONE WHEELS INC. CITIZENSHIP: FLORIDA ENTITY: CORPORATION

14397 SW 143RD CT #105 MIAMI, FLORIDA 33186

SERIAL NUMBER: 85957539 FILING DATE: 06/12/2013

REGISTRATION NUMBER: 4474686 REGISTRATION DATE: 01/28/2014

MARK: TIKORE

DRAWING TYPE: STANDARD CHARACTER MARK

ASSIGNMENT RECORDATION BRANCH PUBLIC RECORDS DIVISION

P.O. Box 1450, Alexandria, Virginia 22313-1450 - WWW.USPTO.GOV**TRADEMARK REEL: 005876 FRAME: 0883** 



#### United States Patent and Trademark Office





Exec Dt: 02/25/2016

## Assignments on the Web > Trademark Query

## **Trademark Assignment Abstract of Title**

**Total Assignments: 1** 

Serial #: 85957539 Filing Dt: 06/12/2013 Reg #: 4474686 Reg. Dt: 01/28/2014

Registrant: TIKORE INDUSTRIES, LLC

Mark: TIKORE

Assignment: 1

Reel/Frame: 5873/0709 Recorded: 09/11/2016 Pages: 2

Conveyance: ASSIGNS THE ENTIRE INTEREST

Assignor: TIKORE INDUSTRIES, LLC

Entity Type: LIMITED LIABILITY COMPANY

Citizenship: FLORIDA Entity Type: CORPORATION Assignee: ADVANCE ONE WHEELS INC.

14397 SW 143RD CT #105 Citizenship: FLORIDA MIAMI, FLORIDA 33186

Correspondent: ALBERT DIAZ-SILVEIRA 1001 BRICKELL BAY DRIVE

MIAMI, FL 33131

TSDR

Assicil Status

( Use the "Back" button of the Internet Browser to return to

TESS)

## TIKORE

Word Mark TIKORE

**Translations** The wording "TIKORE" has no meaning in a foreign language.

Goods and IC 006. US 002 012 013 014 023 025 050. G & S: Metal fasteners, namely, lug bolts and lug nuts. FIRST

Services USE: 20100808. FIRST USE IN COMMERCE: 20110106

Standard Characters Claimed

Mark Drawing (4) STANDARD CHARACTER MARK

Code
Serial Number 85957539

Filing Date June 12, 2013

Current Basis 1A
Original Filing
Basis 1A

Published for Opposition November 12, 2013

Registration 4474686 Number

Registration Date January 28, 2014

Owner (REGISTRANT) TIKORE INDUSTRIES, LLC LIMITED LIABILITY COMPANY FLORIDA 701 SE 32nd

Court, Suite 202 Ft. Lauderdale FLORIDA 33316

Attorney of Record Thomas K. Ziegler
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead

Indicator LIVE

TSDR

Assicil Status

TTAB Status

( Use the "Back" button of the Internet Browser to return to

TESS)

# ADV.1

Word Mark ADV.1

Goods and Services IC 012. US 019 021 023 031 035 044. G & S: Vehicle wheels; Wheels. FIRST USE: 20130408. FIRST

USE IN COMMERCE: 20130408

**Standard Characters** 

Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK

Serial Number 85897795

Filing Date April 8, 2013

Current Basis 1A
Original Filing Basis 1A

Original Filing Basis 14
Published for

Opposition September 3, 2013
Registration Number 4436178

Registration Date November 19, 2013

Owner (REGISTRANT) Advance One Wheels, Inc. CORPORATION FLORIDA 109 12385 SW 129 Ct Miami

**FLORIDA 33186** 

Attorney of Record Juliet Alcoba

Type of Mark TRADEMARK

Register PRINCIPAL

Live/Dead Indicator LIVE

1506

ASSIGN STATES

TIAL STATE

( Use the "Back" button of the Internet Browser to return to

TESS)

# ADV1

Word Mark ADV1

Goods and Services IC 012. US 019 021 023 031 035 044. G & S: Vehicle wheels; Wheels. FIRST USE: 20090831. FIRST

USE IN COMMERCE: 20090831

**Standard Characters** 

Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK

Serial Number 85897739 Filing Date April 8, 2013

Current Basis 1A
Original Filing Basis 1A

**Published for** 

Opposition September 3, 2013

Registration Number 4436176

Registration Date November 19, 2013

Owner (REGISTRANT) Advance One Wheels, Inc. CORPORATION FLORIDA 109 12385 SW 129 Court

Miami FLORIDA 33186

Attorney of Record Juliet Alcoba

Type of Mark TRADEMARK

Register PRINCIPAL

Live/Dead Indicator LIVE

TRADEMARK REEL: 005876 FRAME: 0887

**RECORDED: 09/15/2016**