

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446759

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Good Roads Auto Systems, Inc.		09/29/2017	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Just Wheels & Tires Co.		
Street Address:	3172 Nasa Street		
City:	Brea		
State/Country:	CALIFORNIA		
Postal Code:	92821		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2561936	GOOD ROADS	
Registration Number:	4397519	X O LUXURY	
CORRESPONDENCE DATA			
Fax Number:	3125212875		
<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:	3125212775		
Email:	ipdocket@muchshelist.com		
Correspondent Name:	ADAM K SACHAROFF		
Address Line 1:	191 N Wacker Drive, Suite 1800		
Address Line 2:	MUCH SHELIST, PC		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	0010088.0004		
NAME OF SUBMITTER:	ADAM K SACHAROFF		
SIGNATURE:	/aks/		
DATE SIGNED:	10/11/2017		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement"), dated as of September 29, 2017, is entered into by and between Just Wheels & Tires Co., a California corporation ("Buyer"), and Good Roads Auto Systems, Inc., a Florida corporation ("Seller").

WHEREAS, Buyer, Seller and the shareholders of Seller entered into that certain Asset Purchase Agreement, dated as of September 7, 2017 (the "Purchase Agreement"), whereby Seller is selling substantially all of its assets to Buyer (capitalized terms used herein but not defined shall have the meanings set forth in the Purchase Agreement);

WHEREAS, this Agreement is being executed and delivered pursuant to Section 3.02 of the Purchase Agreement;

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. Transfer of Intellectual Property Assets. Seller hereby sells, assigns, transfers, conveys and delivers the Intellectual Property Assets unto Buyer and its successors and assigns, including, without limitation, those Intellectual Property Assets set forth on Schedule A attached hereto and made a part hereof.

2. Grant of Rights to Intellectual Property Assets. Seller hereby sells, assigns, transfers, conveys and delivers unto Buyer and its successors and assigns, for and throughout the world, Seller's rights, titles and interests (legal, equitable, use and otherwise) in and to any and all: (a) rights to file and register the Intellectual Property Assets in Buyer's name with any government entity; (b) rights to record the transfers made under this Agreement in the United States Patent and Trademark Office and in any other public offices of any government entities throughout the world; (c) rights to sue for, collect and retain damages predicated on present or future infringements of the Intellectual Property Assets, as well as all other claims and rights to damages associated with the Intellectual Property Assets, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; and (d) goodwill associated with the Intellectual Property Assets.

3. No Retained Rights. Seller's assignment of the Intellectual Property Assets to Buyer under this Agreement constitutes a complete, absolute and exclusive transfer of all rights (legal, equitable, use and otherwise) of Seller in the Intellectual Property Assets, whether currently existing or arising or recognized in the future. Seller does not reserve or retain any right, title or interest in the Intellectual Property Assets.

4. Further Assurances. Seller will, from time to time, execute and deliver, or cause to be executed and delivered, such additional instruments, notices, releases, certificates, powers of attorney, assurances, assignments and other documents and do all such further acts, assignments, transfers and other things, as may reasonably be requested by Buyer to more completely transfer the Intellectual Property Assets and for the effective consummation of this Agreement to the extent consistent with the terms and provisions of the Purchase Agreement.

4. Additional Rights and Obligations of Seller. Seller hereby agrees and acknowledges that this Agreement is being entered into and delivered pursuant to and subject to the terms and conditions set forth in the Purchase Agreement, that additional rights and obligations of Seller are expressly provided

for therein, and that the execution and delivery of this Agreement shall not impair or diminish any of the rights or obligations of Seller in the Purchase Agreement.

5. **Conflicts.** This Agreement is subject in all events to the terms and conditions of the Purchase Agreement. In the event of a conflict or inconsistency between this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

7. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Seller and its respective successors and assigns.

8. **Counterparts; Electronic Delivery.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement 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 Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be duly executed as of the date first written above.

JUST WHEELS & TIRES CO., a California corporation

By: 

Name: Terence Scheckter

Title: President

GOOD ROADS AUTO SYSTEMS, INC., a Florida corporation

By: 

Name: Kenneth Frank Ruff

Title: COO

SCHEDULE A

INTELLECTUAL PROPERTY ASSETS

Word Mark: GOOD ROADS
Serial Number: 78038362
Filing Date: December 8, 2000
Registration Number: 2561936
Registration Date: April 16, 2002

Word Mark: X O LUXURY
Serial Number: 85675542
Filing Date: July 12, 2012
Registration Number: 4397519
Registration Date: September 3, 2013

Registered Domains:

americanpowerwheels.com
goodroads.biz
goodroads.com
goodroads.net
goodroadsauto.com
goodroadsonline.com
powerhousewheels.com
rollingbeauty.com
ruffracingalloywheels.net
ruffracingcaps.com
ruffracingrims.com
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spinforged.com
statusalloy.com
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