

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457771

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VooDoo Offroad, LLC		06/30/2017	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	Daystar Products International, Inc.		
Street Address:	323 Newbury Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02115		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86124204	VOODOO OFFROAD	
Serial Number:	86124274	VOODOO OFFROAD	
Registration Number:	4590394	DO WHAT YOU DON'T DARE TO DO	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<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:	2127288000		
Email:	ipdept@willkie.com		
Correspondent Name:	Andrea de Vos c/o Willkie Farr & Gallagher		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	120593.00021 AD		
NAME OF SUBMITTER:	Andrea S. de Vos		
SIGNATURE:	/andreasdevos/		
DATE SIGNED:	01/11/2018		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Trademark Assignment Agreement") is made and entered into as of June 30th, 2017 (the "Effective Date") by and between VooDoo Offroad, LLC, an Arizona limited liability company (the "Assignor"), and Daystar Products International, Inc., a Delaware corporation (the "Assignee") (the Assignee and the Assignor are collectively referred to as the "Parties").

WHEREAS, the Assignor is the owner of all right, title, and interest in and to the trademarks and applications and registrations therefor set forth on Schedule A hereto, including all common law rights therein and the goodwill associated therewith (the "Trademarks"); and

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of June 30, 2017 by and between the Assignee and the Assignor, among others (the "Purchase Agreement"), pursuant to which, among other things, the Assignor agreed to assign, sell, convey, and transfer, and desires to assign, sell, convey, and transfer all of the Assignor's right, title, and interest in and to all assets of its business (the "Business"), including the Trademarks, to the Assignee, and the Assignee desires to receive all right, title, and interest in and to the Business and the Trademarks;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Capitalized terms used in this Trademark Assignment Agreement that are not defined in the body of this Trademark Assignment Agreement have the meanings given to them in the Purchase Agreement.

2. Assignment. The Assignor does hereby irrevocably sell, convey, transfer, assign, and deliver to Assignee, its successors and assigns, and the Assignee purchases and accepts from the Assignor, all of the Assignor's right, title, and interest in and to (a) the Trademarks, together with the goodwill of the Business symbolized thereby and the books and records related thereto, (b) 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 (c) 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. The Assignor further consents to recordation of this Trademark Assignment Agreement by the Assignee, including with the United States Patent and Trademark Office or similar foreign offices. With respect to the United States intent-to-use Trademark applications set forth on Schedule A hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of the Business, including that portion of the Business to which such Trademark applications pertain, and that Business is ongoing and existing

3. Further Assurances. The Assignor agrees to execute, at any time and from time to time upon the request and expense of the Assignee, such additional documents as the Assignee reasonably requests to register and otherwise give full effect to the rights of the Assignee under this Trademark Assignment Agreement in and to the Trademarks, including all documents necessary to record in the name of the Assignee the assignment of the Trademarks with the United States Patent and Trademark Office or similar foreign offices.

4. Governing Law. This Trademark Assignment Agreement shall be governed by and be construed in accordance with the domestic Laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

5. No Conflict. Nothing contained in this Trademark Assignment Agreement shall supersede any of the obligations, agreements, covenants, or representations and warranties of the Assignor or the Assignee contained in the Purchase Agreement, and this Trademark Assignment Agreement is made and accepted subject to all the terms, conditions, representations and warranties set forth in the Purchase Agreement, all of which survive execution and delivery of this Trademark Assignment Agreement as set forth in the Purchase Agreement. In the event of any conflict between the terms of this Trademark Assignment Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

6. No Modifications. This Trademark Assignment Agreement may not be supplemented, altered or modified in any manner except by a writing signed by both parties hereto.

7. Successors and Assigns. This Trademark Assignment Agreement shall bind and shall inure to the benefit of the respective parties and their assigns, transferees, and successors.

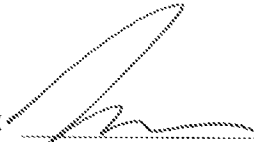
8. Counterparts. This Trademark Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original but both of which together will constitute one and the same instrument. This Trademark Assignment Agreement may be executed by facsimile, photo, or electronic signature and such facsimile, photo, or electronic signature shall constitute an original for all purposes.

[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have duly executed this Trademark Assignment Agreement as of the date first written above.

ASSIGNOR:

VOODOO OFFROAD, LLC

By: 
Name: *Mark Tupper*
Title: *Managing Member*


ASSIGNEE:

DAYSTAR PRODUCTS INTERNATIONAL, INC.

By: _____
Name:
Title:

SCHEDULE A

TRADEMARKS

Mark	Design	Jurisdiction	Status	Serial / Reg. No.	Filing / Reg. Date
VOODOO OFFROAD	N/A	United States	Filed; Intent to Use Application	SN: 86124204	November 20, 2013
VOODOO OFFROAD (with design)		United States	Filed; Intent to Use Application	SN: 86124274	November 20, 2013
DO WHAT YOU DON'T DARE TO DO	N/A	United States	Registered	RN: 4590394	August 19, 2014