

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM460779

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900435216		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Voodoo Offroad, LLC		06/30/2017	Limited Liability Company: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Daystar Products International, Inc.		
<b>Street Address:</b>	841 S. 71st Ave		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85043		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4590394	DO WHAT YOU DON'T DARE TO DO	
<b>Serial Number:</b>	86124204	VOODOO OFFROAD	
<b>Serial Number:</b>	86124274	VOODOO OFFROAD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2063813301		
<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>			
<b>Phone:</b>	2063813300		
<b>Email:</b>	Lowe@LoweGrahamJones.com		
<b>Correspondent Name:</b>	David A Lowe		
<b>Address Line 1:</b>	701 Fifth Avenue		
<b>Address Line 2:</b>	Suite 4800		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98104		
<b>ATTORNEY DOCKET NUMBER:</b>	VDOO-5-0000		
<b>NAME OF SUBMITTER:</b>	David A Lowe		
<b>SIGNATURE:</b>	/David A Lowe/		
<b>DATE SIGNED:</b>	02/05/2018		
<b>Total Attachments: 5</b>			

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## GENERAL ASSIGNMENT AND BILL OF SALE

This General Assignment and Bill of Sale (“Agreement”) is made to be effective as of the close of business on the 30th day of June, 2017 by and between VooDoo Offroad, LLC an Arizona limited liability company (“Assignor”) and Daystar Products International, Inc. a Delaware corporation (“Assignee”).

### RECITALS

**A.** Assignor and Assignee entered into an Asset Purchase Agreement on the date hereof (the “Purchase Agreement”) pursuant to which Assignor agreed to transfer to Assignee certain of the assets of Assignor as set forth in the Purchase Agreement.

**B.** In connection with the transfer of the assets of Assignor to, and acquisition of such assets by, Assignee pursuant to the Purchase Agreement, Assignor desires to assign to Assignee all right, title and interest in and to those assets and Assignee desires to accept such assignment from Assignor.

### STATEMENT OF AGREEMENT

In consideration of One Dollar (\$1.00) and other good and valuable consideration, each to the other paid, and in consideration of the mutual covenants and agreements of the parties hereto, the parties, intending to be legally bound, agree as follows:

1. On the terms and subject to the conditions of the Purchase Agreement, which is hereby made a part hereof by reference, Assignor does hereby transfer, sell, set over, convey and assign, set over and deliver unto Assignee all right, title and interest in, to and under the “Purchased Assets” (as defined in the Purchase Agreement), with all appurtenances thereof to have and to hold as the same exists as of the date of execution and delivery hereof. Notwithstanding the foregoing, the assets transferred and conveyed hereunder shall expressly exclude the “Excluded Assets” (as defined in the Purchase Agreement). Assignor hereby covenants and agrees that it will, from time to time, upon the reasonable request of Assignee, its successors and assigns, do, execute, acknowledge and deliver or will cause to be done, executed, acknowledged and delivered to Assignee or its successors and assigns such and all further acts, transfers, assignments, powers and assurances of title and additional papers and instruments and do or cause to be done all things or acts as often as may be reasonably necessary for better assuring, conveying, transferring and assigning all of the rights and interests hereby conveyed, transferred and assigned and necessary effectively to carry out the intent hereof and to vest in Assignee the entire right, title and interest in and to all of the rights and interests in the Purchased Assets consistent with the Purchase Agreement.

2. Assignor represents and warrants that the transfer of the Purchased Assets hereunder is made in accordance with, and subject to, the representations, warranties and covenants contained in the Purchase Agreement, which are hereby made a part hereof, and is subject to the express limitations and/or disclaimers of warranties, representations and covenants set forth in the Purchase Agreement, all of which are hereby made a part hereof.

3. All taxes and other governmental charges and fees, including without limitation any and all transfer taxes, sales taxes and recording fees relating to the transaction evidenced by this Agreement shall be paid as provided in the Purchase Agreement.

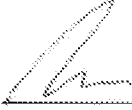
4. This Agreement shall be governed by and construed in accordance with the laws of Delaware without giving effect to any choice or conflict of law provision or rule, and each party hereto hereby submits to the exclusive jurisdiction of the federal and state courts located in Wilmington, Delaware and waives any rights to contest such jurisdiction.

5. This Agreement may be executed in one or more counterpart copies and shall become effective as of the date specified above only when a counterpart has been executed by all parties hereto or their duly authorized agent, even though all parties may not sign the same counterpart, and its effectiveness shall be contingent upon such execution. This Agreement shall be binding upon the successors and assigns of the parties, the parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this Agreement.

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IN WITNESS WHEREOF, the undersigned have hereunto set their hands to be effective the day and year first set forth above.

VOODOO OFFROAD, LLC

By:   
Name: Mark T. Tinsley  
Its: \_\_\_\_\_

**IN WITNESS WHEREOF**, the undersigned have hereunto set their hands to be effective the day and year first set forth above.

DAYSTAR PRODUCTS INTERNATIONAL,  
INC.

By: 

Name: Michael Hompesch

Its: President

**EXHIBIT A**  
**PURCHASED ASSETS**

1. Intellectual Property:
  - a. VOODOO OFFROAD registrations (see status report dtd. 5/9/2017, attached)
    - i. Canada Reg. No 1,502,659 dated 11/4/2010
    - ii. U.S. Reg. No. 4,590,394 dated 8/19/2014
    - iii. U.S. Appln. No. 86-124204 dated 11/20/2013
    - iv. U.S. Appln. No. 86-124274 dated 11/20/2013