

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM531106

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Universal Tire & Wheel, Inc.		07/01/2019	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Tire Distributor Xperts, LLC		
Street Address:	500 West 190th Street		
Internal Address:	Suite 600		
City:	Gardena		
State/Country:	CALIFORNIA		
Postal Code:	90248		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5284670	TIRE UNIVERSE	
Registration Number:	5629743	AMERICAN TRUXX	
CORRESPONDENCE DATA			
Fax Number:			
<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:	714-641-5100		
Email:	trademarks@rutan.com		
Correspondent Name:	Lindsay J. Hulley c/o Rutan & Tucker LLP		
Address Line 1:	611 Anton Boulevard		
Address Line 2:	14th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	025465.0000		
NAME OF SUBMITTER:	Lindsay J. Hulley		
SIGNATURE:	/Lindsay J. Hulley/		
DATE SIGNED:	07/09/2019		
Total Attachments: 6			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this “Assignment”), dated as of July 1, 2019, is by and between UNIVERSAL TIRE & WHEEL, INC., dba TIRE UNIVERSE, a Texas corporation (the “Assignor”), and TIRE DISTRIBUTOR XPERTS, LLC, a Delaware limited liability company (the “Assignee”).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, among the Assignor, the Assignee and the other parties thereto (the “Purchase Agreement”), the Assignee has agreed to assume the Purchase Assets and the Assumed Liabilities;

WHEREAS, pursuant to the Purchase Agreement, the Assignor has sold, transferred and assigned to the Assignee all of the Assignor’s right, title, and interest of the Assignor in and to all Intellectual Property Assets, as that term is defined in the Purchase Agreement, including without limitation (1) all of the Assignor’s right, title and interest in and to the trade names and trademarks (“Marks”) set forth on Schedule A attached hereto, and (2) all of the Assignor’s right, title and interest in and to the domain names set forth below, and the registration thereof with the applicable registrar of each such domain name (collectively, the “Domain Name Rights”):

Domain Name	Registrar
tireuniverse.net	GoDaddy.com
krazewheels.com	GoDaddy.com
americantruxxwheels.com	GoDaddy.com
americantruxxforged.com	GoDaddy.com
americantruxxoffroad.com	GoDaddy.com
americantruckwheel.com	GoDaddy.com
americantruckwheels.com	GoDaddy.com
americantruxx.com	GoDaddy.com
atwheelsutv.com	GoDaddy.com
forgedamericantruxx.com	GoDaddy.com
atforged.com	GoDaddy.com
forgedatwheels.com	GoDaddy.com
atwheelsatv.com	GoDaddy.com
atfwheels.com	GoDaddy.com

WHEREAS, the Assignee is the successor to the portion of the Business to which the Assignor’s Marks pertain, and that business is ongoing and existing, pursuant to Section 10 of the Trademark Act, 15 U.S.C. § 1060; 37 C.F.R. § 3.16.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. Definitions. All capitalized terms not otherwise defined in this Assignment shall have the meaning ascribed thereto in the Purchase Agreement.

2. Assignment. The Assignor hereby sells, assigns, transfers, and sets over to the Assignee its entire right, title, and interest in and to all Intellectual Property Assets, including but not limited to the Marks set forth on Schedule A attached hereto and the Domain Name Rights, together with the goodwill of the business symbolized by the Intellectual Property Assets, and all other corresponding rights that are or may be secured under the laws of the United States and any foreign country, now or hereafter in effect, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, together with all income, royalties, damages, or payments due or payable as of the Closing Date or thereafter.

3. Assumption. The Assignee hereby assumes any liabilities and obligations of the Assignor under the Intellectual Property Assets arising after the date of this Assignment solely to the extent constituting Purchased Assets or Assumed Liabilities.

4. Recordation and Further Actions. The Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this Assignment upon request by the Assignee.

5. Further Assurances. The Assignor and the Assignee each agree to execute, acknowledge (where appropriate), and deliver such other or further instruments of transfer or assignment as the other party may reasonably require to confirm the foregoing assignment and assumption, or as may be otherwise reasonably requested by the Assignee or the Assignor to carry out the intent and purposes hereof or as may be otherwise necessary to more effectively convey and transfer to, and vest in, the Assignee and put the Assignee in possession of, the Intellectual Property Assets or Domain Name Rights, including, without limitation, executing and delivering or electronically submitting any instrument of assignment or other transfer required by the registrar of any such domain name.

6. Amendment and Waiver. This Assignment may not be amended, waived or otherwise modified except by a written instrument signed by the parties hereto.

7. Third Party Beneficiaries. Except as otherwise expressly set forth in this Assignment, nothing in this Assignment will be construed as giving any person, other than the parties hereto and their respective heirs, executors, administrators, successors-in-interest and permitted assigns, any right, remedy or claim under or in respect of this Assignment or any provision hereof.

8. Purchase Agreement. This Agreement is intended to implement the provisions of the Purchase Agreement and shall not be construed to enhance, extend or limit the rights or obligations of the Assignor, the Assignee or any other party to the Purchase Agreement under the

Purchase Agreement (it being understood that the Assignee will not be deemed to be assuming any Excluded Assets or Excluded Liabilities under this Assignment). To the extent any provision of this Agreement is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

9. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party hereto may assign either this Agreement or any of its rights, interests or obligations hereunder except in accordance with Section 9.7 of the Purchase Agreement.

10. Governing Law; Submission to Jurisdiction; Waiver of Jury Trial. Section 9.10 of the Purchase Agreement is hereby incorporated by reference into this Assignment as if fully set forth herein.

11. Severability. If any provision of this Assignment shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

12. Counterparts. This Assignment may be executed via facsimile or via email transmission in .pdf in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment of Intellectual Property to be duly executed and delivered on the date first stated above.

ASSIGNOR:

UNIVERSAL TIRE & WHEEL, INC., dba
TIRE UNIVERSE

By: Mustafa Abubakar
Name: Mustafa Abubaker
Title: President

ASSIGNEE:

TIRE DISTRIBUTOR XPERTS, LLC

By: TIRECO, INC.

By: _____
Name: Justin Liu
Title: CEO and President

[Signature Page to Intellectual Property Assignment]

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TRADEMARK
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IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment of Intellectual Property to be duly executed and delivered on the date first stated above.

ASSIGNOR:

UNIVERSAL TIRE & WHEEL, INC., dba
TIRE UNIVERSE

By: _____

Name: Mustafa Abubaker

Title: President

ASSIGNEE:

TIRE DISTRIBUTOR XPERTS, LLC

By: TIRECO, INC.

By:  _____

Name: Justin Liu

Title: CEO and President

[Signature Page to Intellectual Property Assignment]

SCHEDULE A

TRADEMARKS

The common law rights to the names “Tire Universe”, “Kraze” and “Universal Tire & Wheel”.

Registered Trademark, Reg. No. 5,284,670, Tire Universe, Ser. No. 87-307,119, Filed January 19, 2017

Registered Trademark, Reg. No. 5,629,743, American Truxx, Ser. No. 87-782,471, Filed December 11, 2018