

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636901

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J.T.'s Parts & Accessories, Inc.	FORMERLY JTS Parts & Accessories	03/19/2021	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Daystar Products International, Inc		
Street Address:	841 S. 71st Ave		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85043		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4073684	NITRO GEAR & AXLE	
Registration Number:	5211755	LUNCH BOX LOCKER NITRO GEAR & AXLE NITRO	
CORRESPONDENCE DATA			
Fax Number:	3122630968		
<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:	3122632300		
Email:	baberneman@gct.law		
Correspondent Name:	Beverly A. Berneman		
Address Line 1:	70 West Madison		
Address Line 2:	Suite 1500		
Address Line 4:	Chicago, ILLINOIS 60602		
NAME OF SUBMITTER:	Beverly A. Berneman		
SIGNATURE:	/Beverly A. Berneman/		
DATE SIGNED:	04/05/2021		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“IP Assignment Agreement”) is made by and among (i) Daystar Products International, Inc., a Delaware corporation (the “Assignee”), (ii) J.T.’s Parts & Accessories, Inc., a Washington corporation (the “Company”), (iii) Carl Montoya (“Montoya”) and (iv) Jeremy Ayers (“Ayers”). The Company, Montoya and Ayers are referred to herein collectively as the “Assignors”, and each is singularly, a “Assignor.”

WHEREAS, the Company is the owner of all right, title and interest in and to its patents, patent applications, trademarks (whether registered or unregistered) together with the goodwill of the business connected with the use of, and symbolized by, the trademarks, trade names, copyrights, know-how, trade secrets, customer lists, software, technical information or processes, and all rights in domain names, social media accounts and handles presently used by the Company, owned by the Company, including those set forth on Schedule A hereto, including all common law rights therein (the “Transferred IP”), and

WHEREAS, Ayers and Montoya may have a right, title, or interest in the Transferred IP and join in this IP Assignment Agreement as an Assignor so that whatever right, title, or interest which they may have is fully and completely transferred to Assignee, and

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of March 19, 2021, by and between Assignee and Assignors (the “Asset Purchase Agreement”), effective on the Closing Date, each Assignor assigned, sold, conveyed, and transferred, and hereby assigns, sells, conveys, and transfers all of Assignor’s right, title, and interest in and to the Transferred IP to Assignee, and Assignee desires to receive all right, title, and interest in and to the Transferred IP.

NOW, THEREFORE, 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 IP Assignment Agreement that are not defined in the body of this IP Assignment Agreement have the meanings given to them in the Asset Purchase Agreement.

2. Assignment. Each Assignor does hereby irrevocably sell, convey, transfer, assign, and deliver to Assignee, its successors and assigns, and Assignee purchases and accepts from each Assignor, all of Assignor’s right, title, interest in and to the Transferred IP, together with the goodwill of the business symbolized therein.

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

4. Governing Law. This IP Assignment Agreement shall 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), and each party hereto submits to the exclusive jurisdiction of the federal and state courts located in King County, Washington (or Fulton County, Georgia) and waives any right to contest such jurisdiction.

5. No Conflict. Nothing in this Agreement shall alter any liability or obligation of the parties hereto arising under the Asset Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern. Assignee acknowledges that Assignor makes no representation or warranty with respect to the Transferred IP except as specifically set forth in the Asset Purchase Agreement.

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

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

8. Counterparts. This IP Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

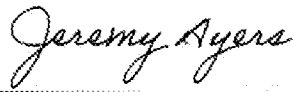
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IN WITNESS WHEREOF, the undersigned have executed this IP Assignment Agreement as of the date first written above.

DAYSTAR PRODUCTS
INTERNATIONAL, INC., as Assignee

By: 
Name: Ray Fundora
Title: CEO

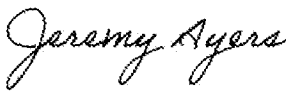
J.T.'S PARTS & ACCESSORIES, INC.,
as Assignor

By: 
Name: Jeremy Ayers
Title: President

CARL MONTOYA, as Assignor


Carl Montoya

JEREMY AYERS, as Assignor

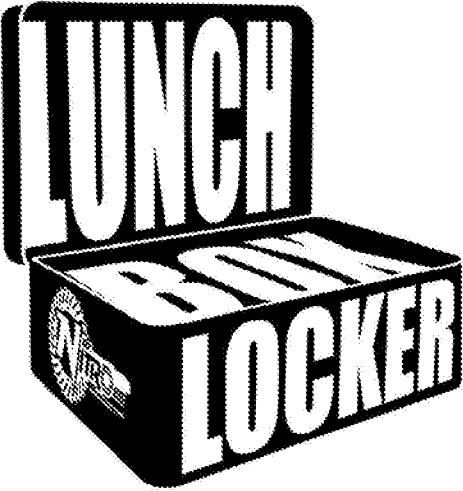


Jeremy Ayers

SCHEDULE A**Transferred IP**

1. Trade Names:

- (i) J.T.'s Parts & Accessories
- (ii) Nitro-Gear

2. Marks:

Mark	Registration Number	Registration Date
 The logo features the word "LUNCH" in large, bold, black letters with a white outline, positioned above an open lunchbox. The word "BOX" is written on the inside of the lid, and "LOCKER" is written on the side of the box in large, bold, black letters with a white outline.	5211755	30-MAY-2017
 The logo consists of the word "NITRO" in a large, bold, italicized font. To the right of "NITRO" is a circular gear icon with a sunburst pattern. Below "NITRO" and the gear icon, the words "GEAR & AXLE" are written in a smaller, bold, italicized font.	4073684	20-DEC-2011

3. Websites:

- (i) Justdifferentials.com
- (ii) Nitro.gear.com

4. Social Media:

- (i) Facebook:
JustDifferentials

NitroGear
(ii) Instagram:
JustDifferentials
NitroGear