TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM666831

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	07/15/2016
RESUBMIT DOCUMENT ID:	900631080

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Safety Whips.com, LLC		03/23/2020	Limited Liability Company: ARIZONA

RECEIVING PARTY DATA

Name:	Driver Industrial, LLC	
Doing Business As:	DBA Safety Whips.com	
Street Address:	2115 W Mountain View Rd	
City:	Phoenix	
State/Country:	/Country: ARIZONA	
Postal Code:	tal Code: 85201	
Entity Type:	ty Type: Limited Liability Company: ARIZONA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5224511	DRIVER INDUSTRIAL

CORRESPONDENCE DATA

Fax Number: 6026314529

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.

Phone: 6026319100

Email:dlogan@venjuris.comCorrespondent Name:Anthony D LoganAddress Line 1:1938 E. Osborn Rd

Address Line 2: Venjuris PC

Address Line 4: Phoenix, ARIZONA 85016

ATTORNEY DOCKET NUMBER:	PHDL2319-000
NAME OF SUBMITTER:	Anthony D. Logan
SIGNATURE:	/Anthony D. Logan/
DATE SIGNED:	08/11/2021

Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS – NUNC PRO TUNC

This ASSIGNMENT OF TRADEMARKS – NUNC PRO TUNC (this "Assignment") is effective as of the 15th day of July 2016 of among SAFETY WHIPS.COM, LLC, an Arizona limited liability company ("Assignor") and DRIVER INDUSTRIAL, LLC dba Safety Whips.com, an Arizona limited liability company, 2115 W MOUNTAIN VIEW RD, PHOENIX, AZ, 85021, USA ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of the trademarks set forth on <u>Schedule 1</u> hereto, together with any and all claims for damages by way of past, present, and future infringements of any of the rights included above, with the right to sue for and collect such damages for said use or infringement of the intellectual property rights identified above, (all of the foregoing, the "<u>Assigned Trademarks</u>");

WHEREAS, Assignor wishes to transfer and assign the Assigned Trademarks to Assignee, in consideration of the issuance to Assignor of membership interests in the Assignee;

WHEREAS, Assignee has requested an instrument of assignment in recordable form evidencing the transfer of the Assigned Trademarks; and

WHEREAS, Assignor is willing to deliver an instrument for purposes of assigning and recording the transfer of all of its interest in the Assigned Trademarks to Assignee with the trademark offices, agencies and registrars in all applicable jurisdictions world-wide, including any applicable foreign trademark office.

NOW THEREFORE, in consideration of the promises and the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- Assignment of Assigned Trademarks by Assignor. Assignor hereby assigns to Assignee
 any and all of the rights of Assignor in, to, and under the Assigned Trademarks and their
 associated goodwill, throughout the world, including any international extensions, such as
 Madrid protocol registrations. Assignor represents and warrants that at the effective date
 of the assignment it is the sole owner of the Assigned Trademarks; that they are transferred
 and assigned hereby free and clear of all liens and encumbrances, and that it will warrant
 and defend title to the Assigned Trademarks.
- 2. <u>Further Assurances</u>. From time to time after the date hereof, upon Assignee's reasonable request, Assignor agrees to execute all documents and other instruments reasonably necessary to fully vest and perfect in Assignee all of Assignor's or such Investor's respective right, title and interest in and to the Assigned Trademarks, including but not limited to assignments, powers of attorney, or other instruments in recordable form as are necessary to make effective the transfers herein made and to have such transfers recorded with the applicable trademark registry offices.

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- 3. <u>Binding Effect: Assignment.</u> This Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns.
- 4. Governing Law. THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LA WS OF THE STATE OF ARIZONA, WITHOUT REGARD TO THE PROVISIONS THEREOF REGARDING CONFLICTS OF LAW THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF OTHER JURISDICTIONS.
- 5. <u>Counterparts</u>. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR: SAFETY WHIPS.COM, LLC

CHANTAL BERKOWITZ

Authorized signor for entity member

Buggylites.com LLC

Date: 3-23-20

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SCHEDULE 1

<u>Description</u> <u>US Registration No.</u> <u>Registration Date</u> <u>Int. Reg. No.</u>

DRIVER INDUSTRIAL 5224511 06/13/2017 1351884

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