

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM682862

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ToyTec Lifts LLC		10/15/2021	Limited Liability Company:
ToyTec 4x4 LLC		10/15/2021	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Daystar Products International, Inc.		
<b>Street Address:</b>	841 South 71st Avenue		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	86043		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88308318	TOYTEC BOSS	
<b>Serial Number:</b>	88308311	TOYTEC	
<b>Serial Number:</b>	88174481	TOYTEC 4X4	
<b>Serial Number:</b>	88174534	TOYTEC 4X4	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	3122632300		
<b>Email:</b>	bdrotman@gct.law		
<b>Correspondent Name:</b>	Benjamin D. Rotman		
<b>Address Line 1:</b>	70 W. Madison		
<b>Address Line 2:</b>	STE 1500		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60602		
<b>NAME OF SUBMITTER:</b>	Benjamin D. Rotman		
<b>SIGNATURE:</b>	/Benjamin D. Rotman/		
<b>DATE SIGNED:</b>	10/21/2021		
<b>Total Attachments: 6</b>			

OP \$115.00 88308318

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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) ToyTec Lifts LLC, a Colorado limited liability company (“Toytec Lifts”), (iii) ToyTec 4x4 LLC, a Colorado limited liability company (“ToyTec 4x4” and together with Toytec Lifts, the “Companies”, and each a “Company”), (iv) Sarah Gosh (“Sarah”) and (v) Doug Gosh (“Doug” and together with Sarah, the “Owners”, and each an “Owner”). The Companies and Owners are referred to herein collectively as the “Assignors”, and each is singularly, an “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, Sarah and Doug 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 October 15, 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 the State of Delaware 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.

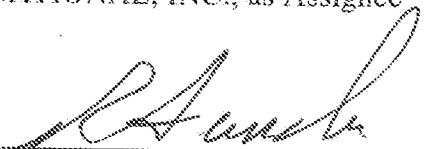
7. Successors and Assigns. This IP Assignment Agreement shall bind and shall inure to the benefit of the respective parties and their assigns, transferees, and successors.

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.

*[Remainder of this page intentionally left blank.]*

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: Chief Executive Officer

TOYTEC LIFTS LLC, as Assignor

By: \_\_\_\_\_  
Name:  
Title:

TOYTEC 4X4 LLC, as Assignor

By: \_\_\_\_\_  
Name:  
Title:


[Signature page to the Intellectual Property Assignment Agreement]

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: Chief Executive Officer

TOYTEC LIFTS LLC, as Assignor

By:   
Name: Doug Gosh  
Title: Chief Executive Officer

TOYTEC 4X4 LLC, as Assignor

By:   
Name: Doug Gosh  
Title: Chief Executive Officer

[Signature page to the Intellectual Property Assignment Agreement]

**TRADEMARK**  
**REEL: 007467 FRAME: 0959**


SARAH GOSH, as Assignor



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Sarah Gosh

DOUG GOSH, as Assignor



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Doug Gosh

[Signature page to the Intellectual Property Assignment Agreement]

**TRADEMARK**  
**REEL: 007467 FRAME: 0960**

## **SCHEDULE A**

### **Transferred IP**

#### **Websites**

4runnerliftkits.com  
Fjcruiserliftkits.com  
Tacomaliftkits.com  
Toyotaliftkit.com  
Toyotaliftkits.com  
Toytec4x4.com  
Toytecind.com  
Toyteclifts.com  
Toytecmfg.com

#### **Trademarks**

Toytec Lifts LLC

- TOYTEC BOSS- Number:88308318- Dated: 2/20/2019
- TOYTEC- Number:88308311- Dated: 2/20/2019

ToyTec 4x4 LLC

- TOYTEC 4X4- Number: 88174481- Dated 10/30/2018
- TOYTEC 4X4- Number: 88174534- Dated 10/30/2018

#### **Social Media**

<https://www.facebook.com/ToyTec/>

<https://www.youtube.com/channel/UC5xy6yLGw6gV3LUul1XggWA>