

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM689642

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|---|--|--|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| D.T. Mattson Enterprises, Inc. | | 08/06/2020 | Corporation: |
| RECEIVING PARTY DATA | | | |
| Name: | Horizon Hobby, LLC | | |
| Street Address: | 2904 Research Rd. | | |
| City: | Champaign | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 61822 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 12 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4146213 | P-L | |
| Registration Number: | 4146345 | RACING TO BRING YOU THE BEST! | |
| Registration Number: | 4510444 | PRO-2 | |
| Registration Number: | 4510450 | TRENCHER | |
| Registration Number: | 4542504 | POWER STROKE | |
| Registration Number: | 5637047 | PRO-LINE | |
| Registration Number: | 2902864 | SOREAL CONCEPTS | |
| Registration Number: | 2907779 | SIMPLY THE FASTEST ACCESSORIES IN THE WO | |
| Registration Number: | 3387654 | SATURDAY SERIES | |
| Registration Number: | 3387661 | ENDLESS SUMMER CLASSIC | |
| Registration Number: | 2904333 | RACING TO BRING YOU THE BEST! | |
| Registration Number: | 3657175 | PROTOFORM | |
| 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: | 12174033654 | | |
| Email: | legal@horizonhobby.com | | |
| Correspondent Name: | Ben M. Ambrose | | |
| Address Line 1: | 2904 Research Rd. | | |
| TRADEMARK | | | |

OP \$315.00 4146213

Address Line 4: Champaign, ILLINOIS 61822

NAME OF SUBMITTER: Ben M. Ambrose

SIGNATURE: s/Ben M. Ambrose/

DATE SIGNED: 11/22/2021

Total Attachments: 16

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment Agreement”) is made and entered into effective as of August 6, 2020, by and between **D.T. Mattson Enterprises, Inc.**, a California corporation with an address at 201 W Lincoln St., Banning, CA 92220-4933 (“Assignor”), and **Horizon Hobby, LLC**, a Delaware limited liability company with an address at 2904 Research Road, Champaign, IL 61822 (“Assignee”).

Pursuant to the Asset Purchase Agreement of an even date herewith (the “Purchase Agreement”), to which Assignor and Assignee are parties, Assignor has agreed to assign to Assignee all of its rights, title and interest in certain unregistered and registered intellectual property material or related to, necessary for, or used in Assignor’s business, including without limitation the intellectual property set forth on Annex A (collectively, the “Assigned IP”), and to execute and deliver this IP Assignment Agreement and the recordable assignments attached hereto as Annexes B and C for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office corresponding entities and agencies in any applicable jurisdiction.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby absolutely, irrevocably and unconditionally conveys, assigns, transfers and agrees to assign and deliver to Assignee and its successors and assigns forever, without any restrictions, limitations or reservations, and Assignee hereby accepts all of Assignor’s right, title and interest in and to the Assigned IP, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned IP, as fully and entirely as the same would have been held and enjoyed by Assignor had this IP Assignment Agreement not been made, including the following:

- a) all applications for patents and patents set forth on Annex A (including all issuances, divisions, continuations, provisionals, substitutes, continuations-in-part, reissues, extensions, reexaminations and renewals thereof);
- b) all (i) trademarks, and trademark applications and registrations, and all extensions and renewals thereof, set forth on Annex A hereto, provided that, with respect to the United States intent-to-use trademark applications set forth on Annex A, if any, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignor’s business, or portion of the business to which the trademark pertains, and that business is ongoing and existing, and (ii) trademarks underlying the trademark registrations and applications set forth on Annex A;
- c) all domain name(s), websites, and any associated content set forth on Annex A;
- d) any and all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto. These actions may include, but are not limited to, promptly (i) unlocking the domain name(s) and providing the authorization code for the domain name(s) to Assignee; (ii) executing and/or completing such other additional documents or forms as are delivered to Assignor by Assignee or the applicable registrar; and (iii) taking the necessary steps required by the applicable registrar to transfer the domain name(s) to Assignee.

3. Successors and Assigns. This IP Assignment Agreement will bind and inure to the benefit of Assignor and Assignees and their respective successors and permitted assigns.

4. Counterparts. This IP Assignment Agreement may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies with signatures transmitted electronically shall be deemed to be original signed versions.


5. Severability. If any term or provision of this IP Assignment Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect the enforceability of any other term or provision of this IP Assignment Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

6. Controlling Terms. Assignor and Assignee hereby agree and acknowledge that this IP Assignment Agreement is being entered into pursuant to and subject to the terms and conditions set forth in the Purchase Agreement. In the event of any irreconcilable inconsistency between this IP Assignment Agreement and the Purchase Agreement, the Purchase Agreement shall control.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment Agreement as of the date first written above.

ASSIGNOR: D.T. Mattson Enterprises, Inc.


By: 

Name: Todd Mattson

Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

ASSIGNEE: Horizon Hobby, LLC

By: 
Name: Chris Dickerson
Title: President

[Annex A to IP Assignment Agreement]

TRADEMARK
REEL: 007501 FRAME: 0982

ANNEX A
INTELLECTUAL PROPERTY

Telephone Numbers

- 1 (800) 899 – RACE (7223)

Fax Numbers

None.

Social Media Accounts

- Youtube: Pro-Line Racing (<https://www.youtube.com/user/prolinevideo>)
- Twitter: Pro-Line Racing (<https://twitter.com/prolineracing>)
- Instagram: Prolineracing (<https://www.instagram.com/prolineracing/>)
- Pinterest: Pro-line Racing (<https://www.pinterest.com/prolineracing/>)
- Facebook: Pro-Line Racing (<https://www.facebook.com/prolineracing>)

Passwords

Provided under separate cover.

Fictitious Business Names

1. Fictitious Business Name: PRO-LINE, subject of Fictitious Business Name filing no. 201809436 in Riverside County, filing date 07/05/2018 and expiration date 07/06/2023.

Trademarks

1. PROTOFORM (stylized), including USPTO registration on Principal Register, U.S. registration no. 3657175, registration date July 21, 2009; U.S. application no. 76526433 (abandoned).
2. P-L, including USPTO registration on Principal Register, U.S. registration no. 4146213, registration date May 22, 2012.
3. Racing to Bring You the Best!, including USPTO registration on Principal Register, U.S. registration no. 4146345, registration date May 22, 2012.
4. PRO-2, including USPTO registration on Principal Register, U.S. registration no. 4510444, registration date April 8, 2014.
5. TRENCHER, including USPTO registration on Principal Register, U.S. registration no. 4510450, registration date April 8, 2014.
6. Power Stroke, including USPTO registration on Principal Register, U.S. registration no. 4542504, registration date June 3, 2014.

7. PRO-LINE, including USPTO registration on Principal Register, U.S. registration no. 5637047, registration date December 25, 2018; China application no. 34995315, filed November 29, 2018; U.S. registration no. 3957361 (cancelled); U.S. application no. 76522806 (abandoned).
8. NITRO MAXX CHALLENGE, including U.S. application no. 77063472 (abandoned).
9. BASHER SERIES BY PRO-LINE, including U.S. application no. 77064289 (abandoned).
10. PROTRAC, including U.S. application no. 86049151 (abandoned).
11. TRENCHER TIRES, including U.S. application no. 88090740 (abandoned).
12. PRO-SPEC SHOCKS, including U.S. application no. 88090791 (abandoned).
13. PRO-LOC WHEELS, including U.S. application no. 88090779 (abandoned).
14. BADLANDS TIRES, including U.S. application no. 88090755 (abandoned).
15. SOREAL CONCEPTS, including U.S. registration no. 2902864 (cancelled).
16. SIMPLY THE FASTEST ACCESSORIES IN THE WORLD., including U.S. registration no. 2907779 (cancelled).
17. SATURDAY SERIES, including U.S. registration no. 3387654 (cancelled).
18. "...IT'S ALL IN THE DETAILS!", including U.S. registration no. 2904329 (cancelled).
19. ENDLESS SUMMER CLASSIC, including U.S. registration no. 3387661 (cancelled).
20. RACING TO BRING YOU THE BEST!, including U.S. registration no. 2904333 (cancelled).

Patents

1. Self-Righting Mechanism for a Radio-Controlled Car, U.S. Patent No. 8,974,265 B2, issued on March 10, 2015, Application No. 13/429,055, Filed on March 23, 2012.
2. Certificate of Correction, Patent No. 8,974,265 B2, issued on March 10, 2015, Application No. 13/429,055, Invented by Matthew S. Wallace, and Seller as Assignee.
3. Fuel Injection Pumps, EU Patent No. 001432864, filed 05-07-2015.
4. Model Car, EU Patent No. 002696575, filed 05-07-2015

Copyrights

1. All advertising and marketing materials related to the Company's products.

Software (including all associated databases)

1. Product Selector Tool aka Tire Selector Tool

2. Shop & Track Locator
3. Pro-Line Racing Track Finder Mobile Application (for IOS and Android)
4. Dealer Locator

Trade Secrets

1. None.

Domain Names (including all associated website content):

1. Bsherrc.com
2. p-l.com
3. pro-lineracing.com
4. prolineracing.com
5. protoformracebodies.com
6. racepf.com
7. rctires.com
8. teamproline.com

**ANNEX B
PATENT ASSIGNMENT**

This Patent Assignment (this "Assignment") is made and entered into effective as of August 6, 2020, by and between **D.T. Mattson Enterprises, Inc.**, a California corporation with an address at 201 W Lincoln St., Banning, CA 92220-4933 ("Assignor"), and **Horizon Hobby, LLC**, a Delaware limited liability company with an address at 2904 Research Road, Champaign, IL 61822 ("Assignee").

WHEREAS Assignor and Assignee are parties to the IP Assignment Agreement, dated as of the same date hereof, whereby Assignor has agreed to assign the Patents (as defined below) and has agreed to execute and deliver this Assignment for recording with governmental authorities including, but not limited to, the U.S. Patent and Trademark Office.

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following: (a) applications for patents and patents set forth on Attachment A, including all issuances, divisions, continuations, provisionals, substitutes, continuations-in-part, reissues, extensions, reexaminations and renewals thereof, (the "Patents"), to each U.S. and foreign patent application and patent to which the Patents claim priority, in whole or in part, and that claim priority, in whole or in part, to the Patents, and to the inventions described or claimed in the Patents, and all issuances, divisions, continuations-in-part, reissues, extensions, reexaminations and renewals thereof; and any U.S. or foreign patents that may issue with respect to the inventions described or claimed in the Patents; (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law, by treaties and conventions, and otherwise throughout the world; (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, with the right but no obligation to sue for relief and to collect or otherwise recover any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents in the U.S. Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives as may be necessary to effect, evidence or perfect the assignment of the Patents.

3. Successors and Assigns. This Assignment will bind and inure to the benefit of Assignor and Assignees and their respective successors and permitted assigns.

4. Counterparts. This Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies with signatures transmitted electronically shall be deemed to be original signed versions.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has executed this Patent Assignment as of the date first written above.

ASSIGNOR: D.T. Mattson Enterprises, Inc.


By: 

Name: Todd Mattson

Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

ASSIGNEE: Horizon Hobby, LLC

By: 
Name: Chris Dickerson
Title: President

**ATTACHMENT A
TO PATENT ASSIGNMENT**

Patents

1. Self-Righting Mechanism for a Radio-Controlled Car, U.S. Patent No. 8,974,265 B2, issued on March 10, 2015, Application No. 13/429,055, Filed on March 23, 2012.
2. Certificate of Correction, Patent No. 8,974,265 B2, issued on March 10, 2015, Application No. 13/429,055, Invented by Matthew S. Wallace, and Seller as Assignee.
3. Fuel Injection Pumps, EU Patent No. 001432864, filed 05-07-2015.
4. Model Car, EU Patent No. 002696575, filed 05-07-2015

ANNEX C
TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into effective as of August 6, 2020, by and between **D.T. Mattson Enterprises, Inc.**, a California corporation with an address at 201 W Lincoln St., Banning, CA 92220-4933 ("Assignor"), and **Horizon Hobby, LLC**, a Delaware limited liability company with an address at 2904 Research Road, Champaign, IL 61822 ("Assignee").

Assignor and Assignee are parties to the IP Assignment Agreement of an even date herewith, whereby Assignor has agreed to assign the Trademarks (as defined below), and to execute and deliver this Assignment for recording with the U.S. Patent and Trademark Office.

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "Trademarks"), together with the goodwill of the business connected with the use of and symbolized by the Trademarks: (a) trademarks and trademark registrations, and all extensions and renewals thereof, set forth on Attachment A hereto, provided that, with respect to intent-to-use applications, if any, the transfer of such accompanies the transfer of Assignor's ongoing and existing business or portion thereof to which the trademark pertains; (b) all rights of any kind of Assignor accruing under any of the foregoing provided by applicable law, treaties and conventions, and otherwise throughout the world; (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, with the right but no obligation to sue for such relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the U.S. Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives as may be necessary to effect, evidence or perfect the assignment of the Trademarks.

3. Successors and Assigns. This Assignment will bind and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns.

4. Counterparts. This Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies with signatures transmitted electronically shall be deemed to be original signed versions.

[Signature Page Follows]

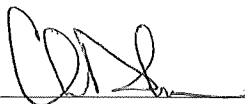
IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the date first written above.

ASSIGNOR: D.T. Mattson Enterprises, Inc.

By: 
Name: Todd Mattson
Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

ASSIGNEE: Horizon Hobby, LLC

By: 
Name: Chris Dickerson
Title: President

[Annex A to IP Assignment Agreement]

TRADEMARK
REEL: 007501 FRAME: 0992

**ATTACHMENT A
TO TRADEMARK ASSIGNMENT**

Trademarks

1. PROTOFORM (stylized), including USPTO registration on Principal Register, U.S. registration no. 3657175, registration date July 21, 2009; U.S. application no. 76526433 (abandoned).
2. P-L, including USPTO registration on Principal Register, U.S. registration no. 4146213, registration date May 22, 2012.
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5. TRENCHER, including USPTO registration on Principal Register, U.S. registration no. 4510450, registration date April 8, 2014.
6. Power Stroke, including USPTO registration on Principal Register, U.S. registration no. 4542504, registration date June 3, 2014.
7. PRO-LINE, including USPTO registration on Principal Register, U.S. registration no. 5637047, registration date December 25, 2018; China application no. 34995315, filed November 29, 2018; U.S. registration no. 3957361 (cancelled); U.S. application no. 76522806 (abandoned).
8. NITRO MAXX CHALLENGE, including U.S. application no. 77063472 (abandoned). 9. BASHER SERIES BY PRO-LINE, including U.S. application no. 77064289 (abandoned).
10. PROTRAC, including U.S. application no. 86049151 (abandoned).
11. TRENCHER TIRES, including U.S. application no. 88090740 (abandoned).
12. PRO-SPEC SHOCKS, including U.S. application no. 88090791 (abandoned).
13. PRO-LOC WHEELS, including U.S. application no. 88090779 (abandoned).
14. BADLANDS TIRES, including U.S. application no. 88090755 (abandoned).
15. SOREAL CONCEPTS, including U.S. registration no. 2902864 (cancelled).
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