

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM832715

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Titan Manufacturing and Distributing, Inc. AKA Titan Distributors, Inc.		08/16/2023	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	Motis, LLC		
Street Address:	N102 W19400 WILLOW CREEK WAY		
City:	GERMANTOWN		
State/Country:	WISCONSIN		
Postal Code:	53022		
Entity Type:	Limited Liability Company: WISCONSIN		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6110473	TITAN	
Registration Number:	6522840	TITAN	
Registration Number:	6522842	TITAN	
Registration Number:	6696296	TITAN	
Registration Number:	6522845	TITAN GREAT OUTDOORS	
Registration Number:	6522843	TITAN DISTRIBUTORS	
CORRESPONDENCE DATA			
Fax Number:	4142715770		
<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:	4142717590		
Email:	barbc@andruslaw.com		
Correspondent Name:	Andrus Intellectual Property Law, LLP		
Address Line 1:	790 North Water Street, Suite 2200		
Address Line 4:	Milwaukee, WISCONSIN 53202		
NAME OF SUBMITTER:	Benjamin R. Imhoff		
SIGNATURE:	/Benjamin R. Imhoff/		
DATE SIGNED:	08/17/2023		

OP \$165.00 6110473

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("Agreement") is entered into as of August 16, 2023, by and between Titan Manufacturing and Distributing, Inc. AKA Titan Distributors, Inc., a Tennessee corporation ("Assignor") and Motis, LLC, a Wisconsin limited liability company ("Assignee").

WHEREAS, the Assignor and Assignee are parties to that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement").

WHEREAS, pursuant to the terms of the Purchase Agreement, the Assignor agreed to, among other things, sell, assign, and transfer to Assignee all of Assignor's right, title, and interest in and to the Owned IP Rights used in, related to, or necessary to the conduct of the Business or the operation of the Acquired Assets (collectively, the "Purchased IP"), including, but not limited to all of Assignor's right, title, and interest in and to (i) the trademarks set forth in Schedule A attached hereto; (ii) the internet domain names and registrations thereof, e-commerce platform accounts and identifiers, and proprietary social media identifiers for social media sites, in each case, as set forth in Schedule B attached hereto, along with other account and profile information and all administrator rights (including login information and passwords) for all e-commerce platform accounts, third party social media sites, channels, pages, groups, blogs and lists, as well as all content uploaded or posted to such sites, and all follower, subscriber and contract lists, and all customer ratings and rankings, together with all goodwill associated with any of the foregoing (collectively, "Domain Names and Online Accounts"); (iii) the copyright rights set forth in Schedule C attached hereto; and (iv) all goodwill associated with any of the Purchased IP.

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, the Purchased IP.

WHEREAS, as a condition to the closing of the transactions contemplated under the Purchase Agreement, each of the Parties has agreed to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor and Assignee hereby covenant and agree as follows:

1. Definitions. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.

2. Assignment of Purchased IP. Assignor hereby irrevocably sells, assigns, and transfers to Assignee all right, title and interest in and to the Purchased IP, free and clear of any Liens other than Permitted Liens, and all other corresponding rights that are or may be hereafter secured under the laws of any country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including (i) all copyright rights contained in the Purchased IP and (ii) all claims for damages by reason of past, present or future infringement or other unauthorized use of the Purchased IP, with the right to sue for, and collect the same.

3. Further Assurances. Assignor shall take all further lawful actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance that Assignee reasonably may deem appropriate to effectuate the purposes of this Assignment, including, but not limited to, effectuating the transfer of the possession and control of the Domain Names and Online Accounts to Assignee with the registrar or owner of the underlying e-commerce platform, as applicable, of the Domain Names and Online Accounts, and taking any steps and completing any documents or forms that may be required by each such registrar or owner, including, as necessary, executing said documents or forms in the presence of an authorized notary public and delivering such documents or forms properly executed to the registrar or owner and distributing copies of the completed and receipted registrar or owner transfer documents to the parties to this Assignment.

4. Purchase Agreement Controlling. To the extent that any provision of this Agreement is inconsistent or conflicts with the Purchase Agreement, the provisions of the Purchase Agreement shall control. Nothing contained in this Agreement shall be deemed to supersede, enlarge, or modify any of the obligations, agreements, covenants, or warranties of Assignor or Assignee contained in the Purchase Agreement.

5. Counterparts. The parties may execute this Agreement in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A facsimile of any executed counterpart transmitted electronically by e-mail or fax shall be as binding as an original signature.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the same law governing the Purchase Agreement without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. Venue for any proceeding, judicial or otherwise, concerning this Agreement shall be the same venue as required or permitted under the Purchase Agreement.

7. General. If any provision of this Assignment is found to be invalid by any court having competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of this Assignment, all of which will remain in full force and effect. No waiver of any terms of this Assignment will be deemed a further or continuing waiver of such term or any other term. Any changes to this Assignment must be made in writing and signed by an authorized representative of both parties.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment to be duly executed as of the day and year first-above written.

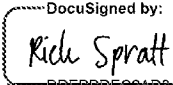
ASSIGNOR:

Titan Manufacturing and Distributing, Inc.
AKA Titan Distributors, Inc., a Tennessee corporation

By: _____
Name:
Title:

ASSIGNEE:



Motis, LLC, a Wisconsin limited liability company

By:  _____
Name: Rich Spratt
Title: CEO

Schedule A




Trademarks

The following trademark registrations in their entirety:

Trademark	Registration No.	Registration Date	Goods and Services	Owner
TITAN RAMPS	5,970,305	Jan. 28, 2020	IC 035: on-line retail store services featuring ATV ramps, wheelchair ramps, UTV ramps, lawn mower ramps, motorcycle ramps, cargo carriers, dirt bike carriers, motorcycle carriers, wheelchair carriers, trailers, truck accessories, ATV accessories, UTV accessories, and motorcycle accessories	Titan Manufacturing and Distributing, Inc. AKA Titan Distributors, Inc.
	6,110,489	July 8, 2020	IC 006: Metal ramps for use with vehicles, storage units, porches, curbs, landings, steps, or other elevated surfaces for ATV, UTV, lawn mowers, wheelchairs, and motorcycles	Titan Manufacturing and Distributing, Inc. AKA Titan Distributors, Inc.
	6,279,804	March 2, 2021	IC 006: Metal ramps for use with vehicles, storage units, porches, curb, landings, steps, or other elevated surfaces for ATV, UTV, lawn mowers, wheelchairs, and motorcycles	Titan Manufacturing and Distributing, Inc. AKA Titan Distributors, Inc.

The following trademark registrations **solely with respect to** the identified Goods and Services:

Trademark	Registration No.	Registration Date	Goods and Services	Owner
TITAN	6,110,473	July 28, 2020	IC 006: Metal ramps for use with vehicles,	Titan Manufacturing

			storage units, porches, curbs, landings, steps or other elevated surfaces for ATV, UTV, lawn mowers, wheelchairs, and motorcycles	and Distributing, Inc. AKA Titan Distributors, Inc.
TITAN	6,522,840	Oct. 29, 2021	IC 035: On-line retail store services featuring loading ramps; wholesale store services featuring loading ramps; distributorship services in the field of loading ramps	Titan Manufacturing and Distributing, Inc. AKA Titan Distributors, Inc.
	6,522,842	Oct. 19, 2021	IC 035: On-line retail store services featuring loading ramps; wholesale store services featuring loading ramps; distributorship services in the field of loading ramps	Titan Manufacturing and Distributing, Inc. AKA Titan Distributors, Inc.
TITAN	6,696,296	April 12, 2022	IC 020: pet ramps	Titan Manufacturing and Distributing, Inc. AKA Titan Distributors, Inc.
	6,522,845	October 19, 2021	IC 020: pet ramps	Titan Manufacturing and Distributing, Inc. AKA Titan Distributors, Inc.
	6,522,843	October 10, 2021	IC 035: On-line retail store services featuring loading ramps; wholesale store services featuring loading ramps; distributorship services in the field of loading ramps	

The following unregistered trademarks:

