

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341237

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EVERGREEN AUTOMOTIVE PERFORMANCE INDUSTRIES, INC.		05/12/2015	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	K&N ENGINEERING, INC.		
Street Address:	1455 CITRUS STREET		
City:	RIVERSIDE		
State/Country:	CALIFORNIA		
Postal Code:	92507		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2253108	AIRAID	
Registration Number:	2464534	POWERAID	
Registration Number:	3620648	ECONOAID	
Registration Number:	2712649	QUICKFIT	
Registration Number:	2985777	SYNTHAFLOW	
Registration Number:	3819284	SYNTHAMAX	
Registration Number:	2965680	POWERPORTS	
Registration Number:	4015199		
CORRESPONDENCE DATA			
Fax Number:	9497254100		
<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:	949-725-4000		
Email:	amina@sycr.com		
Correspondent Name:	Arnold V. Mina		
Address Line 1:	STRADLING YOCCA CARLSON & RAUTH		
Address Line 2:	660 Newport Center Drive, Suite 1600		
Address Line 4:	Newport Beach, CALIFORNIA 92660		

CH \$215.00 2253108

ATTORNEY DOCKET NUMBER:	101805-0003
NAME OF SUBMITTER:	Arnold V. Mina
SIGNATURE:	/Arnold V. Mina/
DATE SIGNED:	05/13/2015

Total Attachments: 10

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment”), dated as of May 12, 2015, is made by each of Airaid Filter Company, L.L.C., an Arizona limited liability company located at 2688 E. Rose Garden Lane, Phoenix, Arizona 85050 (“AFC”), Evergreen Automotive Performance Industries, Inc., an Arizona corporation located at 2688 E. Rose Garden Lane, Phoenix, Arizona 85050 (“EAP”), and Evergreen Performance Sales, LLC, an Arizona limited liability company located at 2688 E. Rose Garden Lane, Phoenix, Arizona 85050 (“EPS” and together with AFC and EAP, the “Sellers” and each individually, a “Seller”) in favor of K&N Engineering, Inc., a California corporation located at 1455 Citrus Street, Riverside, California 92507 (“Buyer”).

WHEREAS, Buyer, the Sellers, John Levitz, Everaid Holdings, Inc., an Arizona corporation, and JRL Separate Property Trust entered into that certain Asset Purchase Agreement, dated as of May 12, 2015 (the “Purchase Agreement”), pursuant to which, among other things, each Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of such Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions; and

WHEREAS, capitalized terms used but not defined in this IP Assignment shall have the meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, pursuant to the terms and subject to the conditions set forth in the Purchase Agreement and in consideration of the mutual covenants and agreements set forth in this IP Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Assignment of Seller IP. Each Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of such Seller’s right, title and interest in and to the following (collectively, the “Assigned IP”):

(a) all patents, patent applications, patentable designs and inventions, reissues, reexaminations, continuations, provisionals, revivals, parents, continuations-in-part, divisionals, registrations, requests for continuing examination, and extensions of such patents and patent applications, patents or patent applications (i) to which any and all of the foregoing directly or indirectly claim priority to and/or (ii) for which any or all of the foregoing directly or indirectly form a basis for priority, all related cases (whether pending, issued, abandoned or filed before, on or after the date hereof) and foreign counterparts to any or all of the foregoing, including, without limitation, international patents or applications, utility models, design patents, certificates of invention, all Convention and Treaty Rights of all kinds and equivalent rights worldwide, and the inventions, discoveries and improvements described or claimed in any or all of the foregoing to the extent owned by such Seller including, without limitation, those set forth in Schedule 1 hereto (each, a “Patent”);

(b) all confidential information, formulas, designs, devices, technology, research and development, inventions, methods, processes, software, data, compositions and other trade secrets, whether or not patentable that relate to any Patent to the extent owned by such Seller;

(c) all trademarks, service marks, trade names, social media handles and user names, brand names, logos, trade dress and other proprietary indicia of goods and services, whether registered or unregistered, and all registrations and applications for registration of the foregoing, including intent-to-use applications, all issuances, extensions and renewals of such registrations and applications and the goodwill connected with the use of and symbolized by any of the foregoing to the extent owned by such Seller, without limitation, those set forth in Schedule 2 hereto;

(d) all copyrights and copyrightable material, and any registrations and copyright applications relating thereto and any issuances, renewals and extensions thereof, including without limitation all rights in and to all works based upon, derived from, or incorporating the underlying work to the extent owned by such Seller;

(e) all rights of any kind whatsoever in any internet domain names whether or not trademarks, registered in any top-level domain by any authorized private registrar or Governmental Authority to the extent owned by such Seller including, without limitation, those domain names set forth in Schedule 3 hereto;

(f) all rights of any kind whatsoever of such Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(g) 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

(h) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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, dilution, misappropriation, violation, misuse, breach or default.

Recordation and Further Actions.

(i) Each Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer.

(j) Following the date hereof, upon Buyer's request, Seller will take such steps and actions, and provide such cooperation and assistance to Buyer 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 necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

Limited Power of Attorney. Each Seller hereby appoints Buyer as the true and lawful attorney-in-fact of Seller, with full power of substitution, having full right and authority, in the name of such Seller to do all such acts and things in relation to the matters set forth in Section 2(a) of this IP Assignment as Buyer shall reasonably deem desirable. Each Seller agrees that the above-stated powers are coupled with an interest and shall be irrevocable by such Seller.

Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Sellers and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Governing Law. This IP Assignment shall be governed by and construed in accordance with the Laws of the State of California (including in respect of the statute of limitations or other limitations period applicable to any claim, controversy or dispute) that apply to agreements made and performed entirely within the State of California, without regard to the conflicts of law provisions thereof or of any other jurisdiction.

Counterparts. This IP Assignment may be executed in any number counterparts, including electronically transmitted counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same agreement.

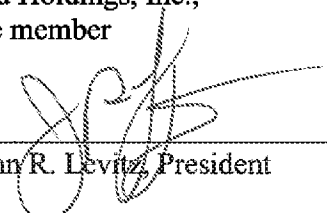
[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto had caused this Agreement to be executed on the date first set forth above.

SELLER:

AIRAID FILTER COMPANY, L.L.C.

By: Everaid Holdings, Inc.,
Its sole member

By: 
John R. Levitz, President

Address: 2688 E. Rose Garden Lane
Phoenix, Arizona 85050

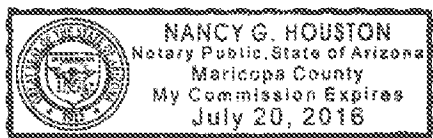
STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On April 22, 2015 before me, Nancy G. Houston, personally appeared John R. Levitz, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Nancy G. Houston
NOTARY PUBLIC



IN WITNESS WHEREOF, each of the parties hereto had caused this Agreement to be executed on the date first set forth above.

SELLER:

Evergreen Automotive Performance Industries, Inc.

By: 
John R. Levitz, President

Address: 2688 E. Rose Garden Lane
Phoenix, Arizona 85050

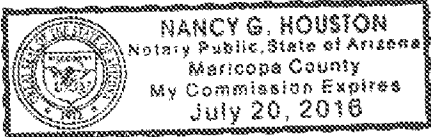
STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On April ~~22~~, 2015 before me, Nancy G Houston, personally appeared John R. Levitz, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

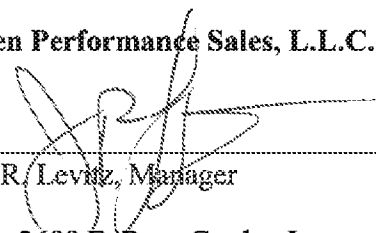
Nancy G Houston
NOTARY PUBLIC



IN WITNESS WHEREOF, each of the parties hereto had caused this Agreement to be executed on the date first set forth above.

SELLER:

Evergreen Performance Sales, L.L.C.

By: 
John R. Levitz, Manager

Address: 2688 E. Rose Garden Lane
Phoenix, Arizona 85050

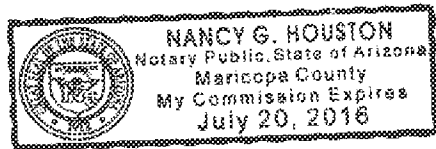
STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On April ~~14~~, 2015 before me, Nancy G. Houston, personally appeared John R. Levitz, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Nancy G. Houston
NOTARY PUBLIC



IN WITNESS WHEREOF, each of the parties hereto had caused this Agreement to be executed on the date first set forth above.

BUYER:

K&N Engineering, Inc.

By: 

Name: Doug Hood

Title: Chief Financial Officer

Address: 1455 Citrus Street
Riverside, California 92507

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 005516 FRAME: 0207

SCHEDULE 1

Patents

COUNTRY	TITLE	OWNER	APP. NO / FILING DATE	PAT. NO / ISSUE DATE	STATUS
United States	THROTTLE PLATE FOR USE WITH INTERNAL COMBUSTION ENGINE	EAP	12/422,478 Apr. 13,2009	US 7,665,442 B1 Feb. 23, 2010	Issued

SCHEDULE 2**Trademarks**

TRADEMARK	COUNTRY	STATUS	SERIAL NO	REG NO.	CLASS/GOODS & SERVICES
AIRAID	USA	1A (LIVE)	75429313	2253108	High flow air filters for automotive and truck engines.
POWERAID	USA	1A (LIVE)	75807636	2464534	Mechanical engine parts for land vehicles, namely, a throttle body spacer plate utilizing a helix bore.
ECONOAID	USA	1A (LIVE)	77461908	3620648	Mechanical engine parts for land vehicles, namely, a throttle body plate utilizing airflow contouring vanes.
QUICKFIT	USA	1A (LIVE)	76213626	2712649	Automobile engine accessory, namely a throttle body spacer plate utilizing a helix bore.
SYNTHAFLOW	US	1A (LIVE)	76445938	2985777	Air filters composed of synthetic media for use in automotive and truck engines
SYNTHAMAX	US	1A (LIVE)	77661482	3819284	Air filters composed of synthetic media for use in automotive and truck engines
POWERPORTS	US	1A (LIVE)	76534649	2965680	Mechanical engine parts for land vehicles, namely, a throttle body spacer plate with ports for use with power enhancement or instrumentation sensors

TRADEMARK	COUNTRY	STATUS	SERIAL NO	REG NO.	CLASS/GOODS & SERVICES
ECONOAID	CA	1A (LIVE)	1395283	TMA75394 7	Automotive parts; mechanical engine parts for land vehicles, namely, a throttle body plate utilizing airflow contouring vanes.
ECONOAID	MX	1A (LIVE)	946734	1068553	Automotive parts; mechanical engine parts for land vehicles
Design mark: Description – the design of an eight-toothed star appearing within two concentric circles	US	1A (LIVE)	85177638	4015199	Mechanical engine parts for land vehicles, namely, a throttle body plate utilizing airflow contouring vanes.