

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM648331

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Overdrive Brands, LLC		05/19/2021	Limited Liability Company: ARKANSAS
RECEIVING PARTY DATA			
Name:	Karaka LLC		
Street Address:	1 East Erie St.		
Internal Address:	Suite 525-4600		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60611		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6055186	KAC	
Registration Number:	5974226	KAC KICK ASS CARRIERS	
Serial Number:	90231146	KAC	
CORRESPONDENCE DATA			
Fax Number:	7344184289		
<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:	7344184288		
Email:	trademark@honigman.com		
Correspondent Name:	Julie E. Reitz		
Address Line 1:	39400 Woodward Avenue		
Address Line 2:	Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
ATTORNEY DOCKET NUMBER:	271280-490242		
NAME OF SUBMITTER:	Julie E. Reitz		
SIGNATURE:	/Julie E. Reitz/		
DATE SIGNED:	05/20/2021		
Total Attachments: 6			

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”) is made as of May 19, 2021 (the “**Effective Date**”), by and between Karaka LLC, a Delaware limited liability company (“**Buyer**”), and Overdrive Brands, LLC, an Arkansas limited liability company (“**Overdrive**”) and Global Sourcing and Development, LLC, a Delaware limited liability company (“**Global Sourcing**”, and together with Overdrive, each a “**Seller**” and together, “**Sellers**”).

WHEREAS, Sellers and Buyer are parties to that certain Asset Purchase Agreement, dated as of May 19, 2021 (the “**Purchase Agreement**”); and

WHEREAS, pursuant to the Purchase Agreement, Sellers have conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Sellers, and has agreed to execute and deliver this Assignment.

NOW, THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers hereby irrevocably assign, grant, convey and transfer to Buyer, and Buyer hereby accepts, all of Sellers’ right, title and interest in and to the following (collectively, the “**Intellectual Property**”):

(a) the trademark registrations and applications set forth on **Schedule 1** hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all of the Intellectual Property listed on **Schedule 2**;

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

(d) 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

(e) 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, dilution, 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. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Sellers and Buyer with respect to the Intellectual Property. 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.

3. Recordation and Further Actions. Sellers do hereby irrevocably appoint Buyer and its successors and assigns as Sellers' true and lawful attorney in fact, and hereby authorize Buyer to: (a) execute on behalf of Sellers all instruments, documents, and the like to transfer the Intellectual Property to Buyer and its successors and assigns; and (b) do all acts and things necessary or expedient in furtherance of such purpose. Such power of attorney being coupled with an interest shall be irrevocable. Sellers further covenant that from time to time after the Effective Date, Sellers will do such further acts and execute and deliver such further documents regarding their obligations hereunder as may be required for the purpose of accomplishing this Assignment. Without limitation of the foregoing, within five (5) business days after the Effective Date of this Assignment, Sellers shall take all steps reasonably required by the current procedures promulgated by the registrar(s) of all domain names included in the Intellectual Property to transfer such domain names to Buyer, including without limitation removing any locks or transfer prohibitions from the domain names and completing any forms required to effect the transfer of the domain names to Buyer.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

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

6. Governing Law. This Assignment and any claim, controversy or dispute arising under or related to this Assignment or the relationship of the parties shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule. Each party agrees that any claim, controversy or dispute arising under or related to this Assignment shall be subject to and resolved in accordance with the Purchase Agreement.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the Effective Date.

BUYER:

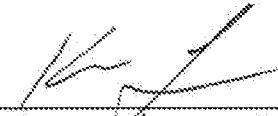
KARAKA LLC

By: HYDY, INC.
Its: *Manager*


By: 
Name: Sebastian Rymarz
Its: Authorized Signatory

SELLERS:

OVERDRIVE BRANDS, LLC

By: 
Name: Kennon Largent
Its: CEO



GLOBAL SOURCING AND DEVELOPMENT, LLC

By: 
Name: Kennon Largent
Its: CEO

SCHEDULE 1

TRADEMARKS

TRADEMARK APPLICATIONS/REGISTRATIONS

Mark	Jurisdiction	Application/ Registration Number	File Date	Registration Date
KAC	United States	AN: 88977183 RN: 6055186	August 20, 2019	May 12, 2020
	United States	AN: 90231146	October 1, 2020	
	United States	AN: 88976322 RN: 5974226	April 22, 2019	January 28, 2020

SCHEDULE 2

INTELLECTUAL PROPERTY

1. The following domain names, websites, trade names, servers, hosting accounts and all associated content, files, rights, agreements, themes, plugins, and services used in connection with the Business (including such accounts or assets held or registered by Sellers):

Domain Names

Ridekac.com
Ridekac.cool
Kac.bike
Kac.cool
Kickassbikeracks.com
Kickasscarriers.com
Kickassracks.myshopify.com
Kickassracks.com

2. The following fictitious names and trade names used in connection with the Business:
 - a. KAC
 - b. KICK ASS CARRIERS
3. The following social media accounts and platform assets used in connection with the Business held or registered in the name of Sellers:
 - a. Instagram: @kacbikeracks
 - b. Facebook: @kacbikeracks
 - c. YouTube: @kacbikeracks
4. All other Intellectual Property Assets (as defined in the Purchase Agreement).