


TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653427

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900611724		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Icon Tire International, Inc.		04/15/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	First Choice Sourcing Solutions, LLC		
Street Address:	116 W. Jackson St.		
City:	Monroe		
State/Country:	INDIANA		
Postal Code:	46772		
Entity Type:	Limited Liability Company: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6180839	ICON	
CORRESPONDENCE DATA			
Fax Number:	3172371000		
<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:	(317) 237-1029		
Email:	trademark@faegredrinker.com		
Correspondent Name:	Abe Shanehsaz/Faegre Drinker		
Address Line 1:	300 North Meridian Street, Suite 2500		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	385628.4		
NAME OF SUBMITTER:	Abe Jentry Shanehsaz		
SIGNATURE:	/Abe J. Shanehsaz/		
DATE SIGNED:	06/11/2021		
Total Attachments: 3			
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TRADEMARK ACQUISITION AGREEMENT

April 

This TRADEMARK ACQUISITION AGREEMENT ("Agreement"), dated as of ~~March~~ 15, 2021, is made by and between Icon Tire International, Inc., a Canadian corporation ("Seller"), and First Choice Sourcing Solutions, LLC, an Indiana limited liability company ("Buyer"). In consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Purchase and Sale of Trademarks. Subject to the terms and conditions set forth herein, Seller hereby irrevocably sells, assigns, transfers, and conveys to Buyer, and Buyer hereby accepts, all right, title, and interest in and to the following (collectively, "Acquired Rights"), together with the goodwill associated therewith and symbolized thereby:

(a) The United States trademarks, service marks, brands, and other similar indicia of source or origin relating to ICON (U.S. Reg. No. 6,180,839), and all registrations, applications for registration, and renewals of such trademark (collectively, "Acquired Mark").

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

(c) 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, violation, breach, or default; and

(d) all other rights, privileges, and protections of any kind whatsoever of Seller accruing under any of the foregoing provided by any applicable law, treaty, or other international convention throughout the world.

2. Purchase Price. The aggregate purchase price for the Acquired Rights shall be ~~per~~ per No/100 Dollars (\$ _____) (the "Purchase Price"). Buyer shall pay the Purchase Price within fifteen (15) business days of the parties' full execution of this Agreement.

3. Further Assurances; Recordation. From and after the date hereof, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder, including, but not limited to a short form assignment, as attached hereto as Exhibit A. Buyer shall be responsible for and bear the cost of recording said document with the United States Patent and Trademark Office ("USPTO").

4. Miscellaneous. This Agreement and all related exhibits and schedules constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and

agreements, both written and oral, with respect to such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed as of the date first written above by their respective duly authorized officers.

ICON TIRE INTERNATIONAL, INC.

FIRST CHOICE SOURCING
SOLUTIONS, LLC

By: Robert Beaman

By: [Signature]

Printed: Robert Beaman

Printed: Louis Fontana

Title: Managing Director

Title: President



DECLARATION OF ABE JENTRY SHANEHSAZ

1. I, Abe Jentry Shanehsaz, am trademark counsel for First Choice Sourcing Solutions, LLC (herein after “Assignee”). In my current position as outside trademark counsel, I make the statements in this Declaration on the basis of my personal knowledge and/or on the basis of information made known to me in connection with my representation of Assignee.
2. Icon Tire International, Inc. (“Assignor”) entered into an agreement whereby it assigned all rights and associated goodwill in the mark and registration for ICON (U.S. Reg. No. 6,180,839) (the “Mark”) to Assignee.
3. The Mark was assigned to Assignee by way of a Trademark Acquisition Agreement (“Agreement”) that was prepared in March 2021.
4. The parties executed the Agreement on April 15, 2021.
5. The original Agreement stated that the Agreement was dated March 2021.
6. The parties did not execute the Agreement until April 15, 2021. Upon signing the Agreement, Assignor struck through the word “March” and input by hand the date of execution, April 15, 2021.
7. Assignor did not initial the change.
8. Assignee recorded the assignment against the registration on April 23, 2021.
9. On May 12, 2021, The United States Patent & Trademark Office issued a Notice of Non-Recordation on the ground that the date change in the Agreement was not initiated by the Assignor for recordation.
10. The date change in the Agreement of the original document was agreed upon by the parties, and so has been initialed by the undersigned for resubmission for recordation.

Dated: June 11, 2021