

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM702261

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marcelo Danze		01/05/2022	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Super ATV, LLC		
Street Address:	2753 Michigan Road		
City:	Madison		
State/Country:	INDIANA		
Postal Code:	47250		
Entity Type:	Limited Liability Company: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4612833	A ASSAULT INDUSTRIES	
CORRESPONDENCE DATA			
Fax Number:	3175924226		
<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:	3172365882		
Email:	erica.clark@icemiller.com, ipdocket@icemiller.com		
Correspondent Name:	Ice Miller/Holiday W. Banta		
Address Line 1:	One American Square Suite 2900		
Address Line 4:	Indianapolis, INDIANA 46282		
ATTORNEY DOCKET NUMBER:	067566.10005		
NAME OF SUBMITTER:	Holiday W. Banta		
SIGNATURE:	/Holiday W. Banta/		
DATE SIGNED:	01/14/2022		
Total Attachments: 5			
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ASSIGNMENT

1. DEFINITIONS

- 1.1 **ASSIGNOR** means the party identified in the assignor signature section at the bottom of this assignment.
- 1.2 **ASSIGNEE** means Super ATV, LLC, a limited liability company of Indiana having a principal place of business at 2753 Michigan Rd., Madison, Indiana 47250, as well as its successors and/or assigns.
- 1.3 **MARK** means and includes United States Trademark Registration Number 4,612,833 (Application No. 86/166,960) for the mark A ASSAULT INDUSTRIES and Design, which was registered on September 30, 2014, including all goodwill, common law rights, and statutory rights in the MARK.
- 1.4 **RELATED MARKS** means and includes any and all source designations, including all goodwill, common law rights, and statutory rights therein, incorporating, part of, resulting from, and/or otherwise associated with any source designation associated with the MARK.
- 1.5 **RELATED MARK CASES** means and includes:
- a. any and all (whether or not listed above) United States state applications, federal applications, state registrations, federal registrations, common law usage, Trademark Trial and Appeal Board proceedings, other administrative proceedings, alternative dispute resolution proceedings, and/or court litigation proceedings incorporating, referring to, relating to, and/or embodying any source designation associated with the MARK and/or RELATED MARKS; and
 - b. any and all (whether or not listed above) non-United States applications, registrations, common law usage, administrative proceedings, alternative dispute resolution proceedings, and/or court litigation proceedings incorporating, referring to, relating to, and/or embodying any source designation listed above and/or RELATED MARKS.
- 1.6 **TRANSFERRED RIGHTS** includes, and is not limited to, any and all rights, title, and/or interests assigned or otherwise transferred in this assignment.
- 1.7 **GEOGRAPHIC SCOPE** means worldwide.
- 1.8 **EFFECTIVE DATE** means the date this assignment is first signed by at least one of the parties hereto.

2. ASSIGNMENT OF RIGHTS

- 2.1 **Intellectual Property.** The ASSIGNOR hereby assigns to the ASSIGNEE all rights, title, and interest in and/or to the MARK, RELATED MARKS, and RELATED MARK CASES.
- 2.2 **Consideration.** The ASSIGNOR hereby acknowledges receipt of good, valuable, and sufficient consideration from the ASSIGNEE for this assignment.
- 2.3 **Right to Claim Priority.** The ASSIGNOR hereby assigns to the ASSIGNEE all right, title, and interest to claim priority to and/or from the MARK, RELATED MARKS, and RELATED MARK CASES.
- 2.4 **Infringement, Dilution, and Misappropriation.** The ASSIGNOR hereby assigns to the ASSIGNEE all past, present, and future causes of action for infringement, dilution, unfair competition, and/or misappropriation of the MARK, RELATED MARKS, and/or RELATED MARK CASES, whether the infringement, dilution, unfair competition, and/or misappropriation is committed and/or the cause of action therefor comes into existence before, during, or after the EFFECTIVE DATE.
- 2.5 **Remedies.** The ASSIGNOR hereby assigns to the ASSIGNEE all past, present, and future remedies for infringement, dilution, unfair competition, and/or misappropriation, including, and not limited to, equitable relief, damages, royalties, profits, exceptional case awards, attorneys' fees, and costs.

2.6 Scope. All assignments and/or other transfers of rights and/or title, both legal and equitable, made herein are to the full extent of the GEOGRAPHIC SCOPE such that no right, title, and interest remain with the ASSIGNOR.

3. FUTURE PERFORMANCE

3.1 Communicate Information. The ASSIGNOR hereby agrees to and will communicate all facts and/or information known to the ASSIGNOR with respect to the TRANSFERRED RIGHTS to the ASSIGNEE and/or its legal representatives.

3.2 Sign Documents. Upon reasonable request by ASSIGNEE, the ASSIGNOR hereby agrees to and will sign and return any and all documents that ASSIGNEE desires to be signed that are directly or indirectly related to the TRANSFERRED RIGHTS. These documents can include, and are not limited to, assignments, oaths, declarations, affidavits, and powers of attorney.

3.3 Legal Proceedings. The ASSIGNOR hereby agrees to and will truthfully testify and/or participate in any legal and/or quasi-legal proceedings regarding any facts and/or information known to the ASSIGNOR related to the TRANSFERRED RIGHTS at the request of the ASSIGNEE and/or its legal representatives.

3.4 Generally Protect Assignee's Rights. The ASSIGNOR hereby agrees to and will do everything commercially reasonable to help in securing, maintaining, and/or enforcing rights to the TRANSFERRED RIGHTS for the ASSIGNEE.

3.5 No Additional Consideration Required. Except as expressly stated herein, the ASSIGNOR agrees to and will perform the acts mentioned herein without the requirement of any additional consideration.

4. PRIVILEGE

4.1 Assignment of Privilege. To the extent that ASSIGNOR has such rights or privilege, the ASSIGNOR hereby assigns to the ASSIGNEE all past, present, and future rights and privileges related to any attorney-client privilege, common interest privilege, and/or work product protection of the ASSIGNOR solely with respect to the TRANSFERRED RIGHTS.

4.2 Prevent Waiver of Privilege. The ASSIGNOR hereby agrees to not engage in any acts resulting in the intentional waiver of the attorney client privilege, work product protection, and/or common interest privilege without the express written authorization from the ASSIGNEE and/or its legal representatives.

4.3 Partial Waiver of Privilege. The ASSIGNOR hereby agrees that any partial waiver of the attorney-client privilege, common interest privilege, and/or work product protection of the ASSIGNOR does not constitute total waiver.

5. COVENANTS AND WARRANTIES

5.1 Authority to Convey. The ASSIGNOR hereby covenants and warrants that the ASSIGNOR has the full right and authority to convey the TRANSFERRED RIGHTS assigned by this assignment.

5.2 No Conflicts. The ASSIGNOR hereby covenants and warrants that the ASSIGNOR has not executed and will not execute any documents and/or perform any acts conflicting with this assignment.

6. MISCELLANEOUS

6.1 Issue Registration to Assignee. The ASSIGNOR hereby authorizes and requests that any and all registrations (federal, state, and foreign) concerning the MARK, RELATED MARKS, and/or RELATED MARK CASES issue to the ASSIGNEE, its successors in interest, its assigns, and/or its legal representatives.

6.2 Severability. If any provision of this assignment is ruled invalid and/or unenforceable by a court or other tribunal, such decision shall not affect the validity and/or enforceability of the remaining provisions of this assignment.

6.3 Choice of Law. This assignment shall be interpreted and controlled by the laws of the United States, and in particular in accordance with the laws of the State of Indiana, without reference to the conflict of law principles thereof. It is further understood that ASSIGNOR consents to the federal and state courts of Indiana located in Marion County in connection with any dispute arising under the assignment.

6.4 Effective Date. This assignment is hereby made effective as of the EFFECTIVE DATE.

[signature page follows]

ASSIGNOR SIGNATURE

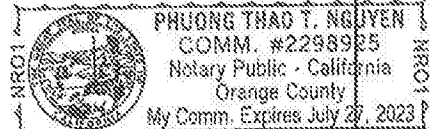
IN WITNESS WHEREOF, this Assignment has been duly executed by the below signed Assignor.

Marcelo DANZE, 12700 Pala Drive, Unit B, Garden Grove, California 92841 US (a U.S. Citizen)

Signature: [Handwritten Signature] Date: 1/5/22

STATE OF California)
COUNTY OF Orange)

2022 PN



On this 05 day of January, 2021, there appeared before me Marcelo Danze, personally known to me or who proved to me his identification, who acknowledged that he signed the foregoing instrument as his voluntary act and deed.

My Commission Expires: July 27, 2023 [Handwritten Signature]
NOTARY PUBLIC

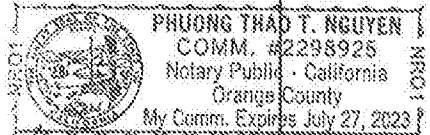
IN WITNESS WHEREOF, this Assignment has been duly executed by the below signed Assignor.

Kristina DANZE, 12700 Pala Drive, Unit B, Garden Grove, California 92841 US (a U.S. Citizen)

Signature: [Handwritten Signature] Date: 1/5/22

STATE OF California)
COUNTY OF Orange)

2022 PN



On this 05 day of January, 2021, there appeared before me Kristina Danze, personally known to me or who proved to me her identification, who acknowledged that she signed the foregoing instrument as her voluntary act and deed.

My Commission Expires: July 27, 2023 [Handwritten Signature]
NOTARY PUBLIC

Assignee:

Assignee hereby accepts the sale, transfer, and assignment of the TRANSFERRED RIGHTS.

SUPER ATV, LLC

Signature: _____

By: Lindsay Hunt

Title: President

Date: _____ day of _____, 2021.

[Signature Page to Trademark Assignment]

ASSIGNOR SIGNATURE

IN WITNESS WHEREOF, this Assignment has been duly executed by the below signed Assignor.

Marcelo DANZE, 12700 Pala Drive, Unit B, Garden Grove, California 92841 US (a U.S. Citizen)

Signature: _____ Date: _____

STATE OF _____)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2021, there appeared before me Marcelo Danze, personally known to me or who proved to me his identification, who acknowledged that he signed the foregoing instrument as his voluntary act and deed.

My Commission Expires: _____
NOTARY PUBLIC

IN WITNESS WHEREOF, this Assignment has been duly executed by the below signed Assignor.

Kristina DANZE, 12700 Pala Drive, Unit B, Garden Grove, California 92841 US (a U.S. Citizen)

Signature: _____ Date: _____

STATE OF _____)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2021, there appeared before me Kristina Danze, personally known to me or who proved to me her identification, who acknowledged that she signed the foregoing instrument as her voluntary act and deed.

My Commission Expires: _____
NOTARY PUBLIC

Assignee:

Assignee hereby accepts the sale, transfer, and assignment of the TRANSFERRED RIGHTS.

SUPER ATV, LLC

Signature: Lindsay Hunt

By: Lindsay Hunt

Title: President

Date: 5 day of January, 2022.

[Signature Page to Trademark Assignment]

TRADEMARK