

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4589251

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CARROLL SHELBY WHEEL COMPANY, INC.	08/28/2017
RECEIVING PARTY DATA	
Name:	CARROLL SHELBY LICENSING, INC.
Street Address:	11150 WEST OLYMPIC BLVD
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90064
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	D523801
Patent Number:	D524218
Patent Number:	D527330
Patent Number:	D554034
CORRESPONDENCE DATA	
Fax Number:	(248)566-8403
<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:	2485668402
Email:	smay@honigman.com
Correspondent Name:	BRANDON C. GRIFFITH
Address Line 1:	39400 WOODWARD AVENUE
Address Line 2:	SUITE 101
Address Line 4:	BLOOMFIELD HILLS, MICHIGAN 48304
ATTORNEY DOCKET NUMBER:	261614-414302
NAME OF SUBMITTER:	BRANDON C. GRIFFITH
SIGNATURE:	/Brandon C. Griffith/
DATE SIGNED:	09/12/2017
Total Attachments: 5	
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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement, dated August 28, 2017, is made by and between CARROLL SHELBY LICENSING, INC., a Texas corporation ("Assignor"), and DRAKE AUTOMOTIVE GROUP, INC., a Delaware limited liability company ("Assignee" and together with Assignor, the "Parties" and each, a "Party"), pursuant to the Asset Purchase Agreement, dated as of the date hereof, by and between Assignor and Assignee ("Purchase Agreement").

RECITALS

WHEREAS, under the terms of the Purchase Agreement, Assignor has agreed to convey, transfer, and assign to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the Parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "Assigned Patents");

(a) the patents set forth in Appendix A hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof;

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

(c) 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

(d) 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, 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.

Assignor hereby acknowledges that this Assignment, being of Assignor's entire right, title and interest in and to the Assigned Patents carries with it the right in Assignee to apply for and obtain from competent authorities in all countries of the world any and all patents by attorneys and agents of Assignee's selection and the right to procure the grant of all patents to Assignee in its own name as assignee of Assignor's entire right, title and interest in the Assigned Patents.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Assignee, or any assignee or successor thereto.

3. Representations and Warranties. Each Party represents and warrants that (a) this Assignment is a legal, valid and binding obligation of the warranting Party and (b) it has full power and authority to enter into and perform its obligations under this Assignment in accordance with its terms. In addition, Assignor hereby represents and warrants that it has not knowingly conveyed to others any rights in the Assigned Patents or any license to use the same or to make, use or sell anything embodying or utilizing the Assigned Patents, and that it has good right to assign the Assigned Patents without encumbrance.

4. Miscellaneous. This Assignment may not be amended, modified, waived, or terminated except in a writing signed by the Parties. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Assignment shall be governed by, enforced under and construed in accordance with the laws of the State of California, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws. This Assignment may be executed by facsimile, scanned and emailed or other electronic signatures and in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

[signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Assignment on the dates set forth below.

DATED: August 28, 2017

"ASSIGNOR"

CARROLL SHELBY LICENSING, INC.

By: 

Name: M. Neil Cummings

Title: Chief Executive Officer

DATED: August , 2017

"ASSIGNEE"

DRAKE AUTOMOTIVE GROUP, LLC

By: _____

Name: Bradley A. Barker

Title: Vice President

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[Signature Page to Patent Assignment Agreement (CSL to Drake)]

IN WITNESS WHEREOF, the Parties have executed this Assignment on the dates set forth below.

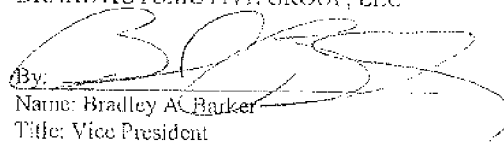
DATED: August __, 2017

"ASSIGNOR"
CARROLL SHELBY LICENSING, INC.

By: _____
Name: M. Neil Cummings
Title: Chief Executive Officer

DATED: August 28, 2017

"ASSIGNEE"
DRAKE AUTOMOTIVE GROUP, LLC

By: 
Name: Bradley A. Parker
Title: Vice President

APPENDIX A

Jurisdiction	Title	Application No.	Filing Date	Patent No.	Issue Date	Inventor	Owner
U.S.	Wheel	D/237,093	Aug. 26, 2005	D523,801	June 27, 2006	William J. Madden	Carroll Shelby Licensing, Inc.
U.S.	Wheel	D/240,483	Oct. 12, 2005	D524,218	July 4, 2006	William J. Madden	Carroll Shelby Licensing, Inc.
U.S.	Wheel	D/237,092	Aug. 26, 2005	D527,330	Aug. 29, 2006	William J. Madden	Carroll Shelby Licensing, Inc.
U.S.	Wheel	D/271,214	Jan. 11, 2007	D554,034	Oct. 30, 2007	William J. Madden	Carroll Shelby Licensing, Inc.

Appendix A-1

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