

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6277748

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|---|----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| FRANK C. KUPERMAN | 08/20/2020 |
| RECEIVING PARTY DATA | |
| Name: | RTC VENTURES LLC |
| Street Address: | 304 OAKMONT LANE |
| City: | WAXHAW |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 28173 |
| PROPERTY NUMBERS Total: 2 | |
| Property Type | Number |
| Patent Number: | 10385962 |
| Patent Number: | D732084 |
| CORRESPONDENCE DATA | |
| Fax Number: | (214)932-6499 |
| <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: | 2149326400 |
| Email: | sshernandez@mcguirewoods.com |
| Correspondent Name: | DAMI OGUNTADE |
| Address Line 1: | 2000 MCKINNEY AVENUE, SUITE 1400 |
| Address Line 2: | MCGUIREWOODS LLP |
| Address Line 4: | DALLAS, TEXAS 75201 |
| ATTORNEY DOCKET NUMBER: | 2073654-0004 |
| NAME OF SUBMITTER: | STEPHANIE HERNANDEZ |
| SIGNATURE: | /Stephanie Hernandez/ |
| DATE SIGNED: | 09/01/2020 |
| Total Attachments: 10 | |
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “**Assignment**”) is executed and delivered by Frank C. Kuperman, a resident of the State of North Carolina (“**Assignor**”) and RTC Ventures LLC, a North Carolina limited liability company (“**Assignee**”), with reference to the following facts:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase and Contribution Agreement, by and among FPC-TG, LLC, RevMax Performance, LLC, Assignor, Assignee, and DPI Ventures LLC, in the form substantially similar to the form delivered to Assignor and Assignee (the “**Purchase Agreement**”);

WHEREAS, Assignor is the owner of the registered and common law trademarks on Exhibit 1 hereto (the “**Marks**”) the registered copyrights listed on Exhibit 2 hereto (the “**Copyrights**”), the patent applications and issued patents issued on Exhibit 3 hereto (the “**Patents**”), the domain names issued on Exhibit 4 hereto (the “**Domain Names**”), and all other Intellectual Property Rights and Know-How that is owned or controlled by Assignor and is licensed to or used by Assignee (“**Residual IP**”) in the conduct of the business conducted by Assignor as of the date hereof, including, but not limited to, the design, engineering, manufacturing, rebuilding and sale of transmissions, torque converters, or valve bodies, and their respective components, parts and/or kits for use in the automotive aftermarket and related services (the “**Business**”);

WHEREAS, in anticipation of entering into the Purchase Agreement, Assignor and Assignee have agreed to execute this Assignment; and

WHEREAS, Assignor desires to transfer to Assignee, and Assignee desires to acquire from Assignor, the Marks, the Copyrights, the Patents, the Domain Names and any Residual IP or goodwill associated therewith (collectively, the “**IP Rights**”) for the consideration provided herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Capitalized terms not expressly defined herein shall have the meanings ascribed to them in the Purchase Agreement.

2. Assignor does hereby assign, sell and transfer unto Assignee all right, title and interest in and to:

(a) the Marks and all common-law rights associated with the Marks, together with (i) the goodwill of the Business symbolized by and associated with the Marks, (ii) all benefit of the Marks and (iii) any other rights appurtenant to any of the foregoing and all registrations thereof;

(b) the Copyrights, including: (i) all rights of Assignor, if any, to obtain registrations, renewals, and extensions of the Copyrights, individually or collectively, that may be secured under the laws now or hereinafter in force and effect in the United States or in any other

country or countries, and (ii) any other rights appurtenant to any of the foregoing and all registrations thereof;

(c) the Patents, and (i) any patent application(s) filed as a continuation, division, or continuation-in-part of the Patents, patents issuing therefrom and reissues, reexaminations and extensions of such patents, (ii) any patent application(s), if any, filed in respect of the inventions that are identified on Exhibit 3 attached hereto; (iii) any foreign counterpart to the Patent(s) and patent applications described in this Section 2(c) (including divisions, continuations, confirmations, additions, renewals or continuations-in-part of such patent applications), patents issuing therefrom and extensions thereof; and (iv) any other rights appurtenant to any of the foregoing and all registrations thereof;

(d) the Domain Names, and any other rights appurtenant to the Domain Names and all registrations thereof; and

(e) the Residual IP.

3. Assignor does hereby assign, sell and transfer unto Assignee all rights under the common law and under the statutes of the United States or any other country, to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks and the goodwill associated therewith and all rights appurtenant to any of the foregoing.

4. Assignors and Assignee hereby agree to promptly execute and deliver all documents and authorizations and take all other actions that may be necessary or desirable for transferring to Assignee all right, title and interest in and to the IP Rights, including but not limited to: (a) executing all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to Assignee the right, title and interest conveyed herein, including without limitation, to execute one or more further assignments covering the IP Rights in a form acceptable for recordation in the United States Patent and Trademark Office and any applicable foreign trademark, patent and copyright offices, if any, and (b) executing any documents or instruments and taking such further actions as are reasonably requested by Assignee to maintain, enforce and protect the IP Rights; provided, if such actions requested under this subsection (b) would require any expenditures by Assignor, Assignor may condition its cooperation on the payment or reimbursement of such expenses by Assignee.

5. Assignor hereby authorizes and requests the applicable domain name registrar, or any other registration authority designated by Assignee, to transfer the Domain Names and the registrations thereof from Assignor to Assignee. If requested, Assignor shall submit to Assignee or the applicable domain name registrar used by Assignor for the Domain Names any information required by each applicable domain name registrar for the Domain Names to (i) establish Assignee as the "Owner," "Administrative Contact", "Technical Contact" and "Billing Contact" for each such Domain Name and (ii) change the domain name server information necessary to enable Assignee to exercise its rights in and to such Domain Names, including to release and transfer possession and control of the Domain Names to Assignee, and agrees to initiate or cooperate at Assignee's expense with all appropriate and necessary transfer actions and processes with such Assignor's current registrar and perform, follow or cooperate with Assignee on all procedures and

actions and complete any documents or forms that may be required by the registrar, including, as necessary, executing documents or forms in the presence of an authorized notary public and delivering such documents or forms properly executed to Assignee.

6. Assignor hereby acknowledges that upon transfer of the IP Rights, Assignee shall be the sole and exclusive owner of all right, title and interest in and to the IP Rights. Assignor agrees that from and after the transfer of the IP Rights contemplated hereby, neither Assignor nor any of its agents, assigns, representatives, affiliates or employees, nor any party acting in concert or participation with any of the foregoing, will assert any interest in, or use or register with any agency or administrative body, any patent, copyright, trademark, service mark, domain name or trade name that is the same as or confusingly similar to any of the IP Rights. Assignor further consents to the recordation of this Assignment by Assignee with any governmental agency. Without limiting the foregoing, the Parties acknowledge and agree that as a result of the transfer of IP Rights to Assignee, Assignor no longer owns or has any rights to license the IP Rights to other parties.

7. Assignor hereby represents and warrants that Assignor is the sole owner of all right, title, and interest in the IP Rights and that Assignor has not previously licensed, assigned, or otherwise transferred any rights to the IP Rights to any Person. RevMax Performance, LLC, a Delaware limited liability company, is an intended and express third party beneficiary of this Agreement and entitled to enforce the obligations and receive the rights set forth herein. This Agreement and the rights set forth are assignable by Assignee, in whole or in part.

8. This Agreement (a) shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to any choice of law or conflict of law principle, provision or rule that would cause the application of the Law of any jurisdiction other than the State of Delaware, (b) may be modified or amended only by a written instrument executed by both parties, (c) shall inure to the benefit of and shall be binding upon the successors and assigns of the parties hereto, and (d) may be executed by facsimile or .pdf or other electronic signature (including DocuSign) and in multiple counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. No provision of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of either party except by an instrument in writing signed by the party granting the waiver.

(Signature Page Follows)

IN WITNESS WHEREOF, Assignor has executed this Assignment, as an instrument under seal, effective as of the date first written above.

ASSIGNOR

By: 

Name: Frank C. Kuperman

STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG

On 8/20/2020 before me, personally appeared Frank Kuperman who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures the instrument the person(s), or the entity upon behalf of which the personated, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)

MEGAN MICHELE TROUTMAN
NOTARY PUBLIC
Mecklenburg County
State of North Carolina
My Comm. Expires 2-11-2025

The foregoing assignment of the IP Rights by Assignor to the Assignee is hereby accepted,
effective as of the date first written above.

RTC VENTURES LLC

By: 

Name: Frank C. Kuperman

Title: Manager

[Signature Page to IP Transfer Agreement]

PATENT
REEL: 053657 FRAME: 0287

EXHIBIT 1
MARKS

None.

None.

EXHIBIT 2

COPYRIGHTS

EXHIBIT 3
PATENTS

| Title | Serial No. | Filing Date | Registration No. | Registration Date | Registrant/Owner |
|---|-------------------------------------|--------------------|-------------------------|--------------------------|-------------------------|
| Direct lubricating input shaft assembly | 15/333,974 | Oct. 25, 2016 | 10,385,962 | August 20, 2019 | Frank C. Kuperman |
| Torque convertor sprag clutch retainer | 29/464,555 | Aug. 19, 2013 | D732,084 | June 16, 2015 | Frank C. Kuperman |
| Billet Hub | Unfiled – Attorney Docket No. 7554D | Unfiled | Unfiled | Unfiled | Frank C. Kuperman |

EXHIBIT 4

DOMAIN NAMES

None.