506788188 07/28/2021

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6835007

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
JON L. CHARTIER	07/27/2021

RECEIVING PARTY DATA

Name:	ANTHEM OFF-ROAD, LLC
Street Address:	1300 S. RIVER ST.
City:	BATAVIA
State/Country:	ILLINOIS
Postal Code:	60510

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	29710645

CORRESPONDENCE DATA

Fax Number: (920)996-0001

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.

Phone: 920-996-0000

Email: patentdocket@epiphanylaw.com

Correspondent Name: MICHAEL J. BENDEL

Address Line 1: 2800 E. ENTERPRISE AVENUE Address Line 4: APPLETON, WISCONSIN 54913

ATTORNEY DOCKET NUMBER:	D-INTIMIDATOROCT2019	
NAME OF SUBMITTER:	MICHAEL J. BENDEL	
SIGNATURE:	/Michael J. Bendel/	
DATE SIGNED:	07/28/2021	

Total Attachments: 2

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PATENT 506788188 REEL: 057000 FRAME: 0393

PATENT RIGHTS ASSIGNMENT

THIS AGREEMENT is made as of the 27th day of July 2021, by and between Jon L. Chartier at 3989 E. Endeavor Dr., Appleton, WI 54915 (the "Assignor"), and Anthem Off-Road, LLC, an Illinois LLC at 1300 S. River St., Batavia, IL 60510 (the "Assignee") (collectively the "Parties").

WHEREAS, Assignor(s) have invented a WHEEL design known internally as attorney docket number: D-IntimidatorOct2019 (the "Invention" filed as a US patent application on October 24, 2019 with application number 29/710,645) (the "Patent Rights").

WHEREAS, Assignee wishes to acquire and confirms its prior acquisition of, if applicable, all right, title and interest in the Patent Rights, and Assignor(s) wish(es) to transfer and confirms its interest in the Patent Rights to Assignee.

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, which is hereby acknowledged as sufficient and received, and in accordance with applicable law, the Parties hereby agree as follows:

- 1. Assignment. Each Assignor hereby sells, transfers, and assigns, and confirms its prior obligation to assign, if applicable, to Assignee, its successors, representatives and assigns, all right, title and interest in the Patent Rights including the related invention(s) and all priority rights, reexaminations, extensions and reissues thereof, and rights to file for and obtain International patents or other worldwide rights. Each Assignor hereby requests the Commissioner of Patents of the United States to record this assignment of all right, title and interest in the Patent Rights to Assignee.
- 2. Assignor's Representations and Warranties. Each Assignor hereby represents and warrants i) that it has the legal right and authority to execute this Agreement, and to validly assign the entire interest in the Patent Rights to Assignee, ii) that it has not executed any other agreement that would conflict with the terms of this Assignment, nor shall it execute any such agreement in the future, and iii) that to the best of Assignor's knowledge, the Patent Rights are valid and enforceable as of the date of this Assignment.
- 3. Further Actions. Each Assignor hereby agrees to execute any further agreements and to take any further actions necessary to aid Assignee in perfecting its interest in the Patent Rights and in enforcing any and all protections or privileges deriving from the Patent Rights.
- 4. Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Wisconsin, without regard to conflicts of law principles.
- 5. *Counterparts*. This Assignment may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

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- 6. Severability. If any part or parts of this Assignment shall be held unenforceable for any reason, the remainder of this Assignment shall continue in full force and effect. If any provision of this Assignment is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
- 7. *Entire Agreement*. This Assignment constitutes the entire agreement between Assignors and Assignee, and supersedes any prior understanding or representation of any kind preceding the date of this Assignment. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Assignment.

IN WITNESS WHEREOF, the Parties have caused this Assignment agreement to be executed the day and year first above written.

ASSIGNOR: JON L. CHARTIER

By: THE STATE OF T

DocuSigned by:

Title: Individually

ASSIGNEE: ANTHEM OFF-ROAD, LLC

Docusigned by:

Alexander Martinea

Name: Alexander Martinez

Title: Chief Marketing Officer