

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799476

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE REMOTE START GUYS LLC		02/03/2023	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	EAGLE AUTOMOTIVE GROUP INC.		
Street Address:	7701 Shaffer Parkway Unit D		
City:	Littleton		
State/Country:	COLORADO		
Postal Code:	80127		
Entity Type:	Corporation: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5099733	RSG OFFROAD COLORADO-USA	
CORRESPONDENCE DATA			
Fax Number:	2485668621		
<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:	2485668620		
Email:	jkrumpe@honigman.com		
Correspondent Name:	Honigman LLP		
Address Line 1:	650 Trade Centre Way, Suite 200		
Address Line 4:	Kalamazoo, MICHIGAN 49002-0402		
NAME OF SUBMITTER:	Steven M. Forte		
SIGNATURE:	/Steven M. Forte/		
DATE SIGNED:	03/31/2023		
Total Attachments: 7			
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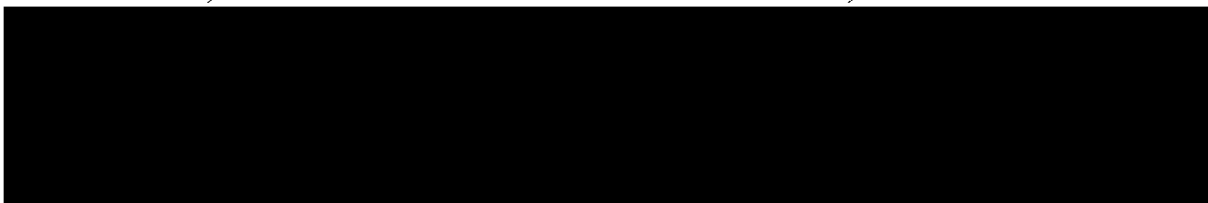
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ASSET PURCHASE AGREEMENT

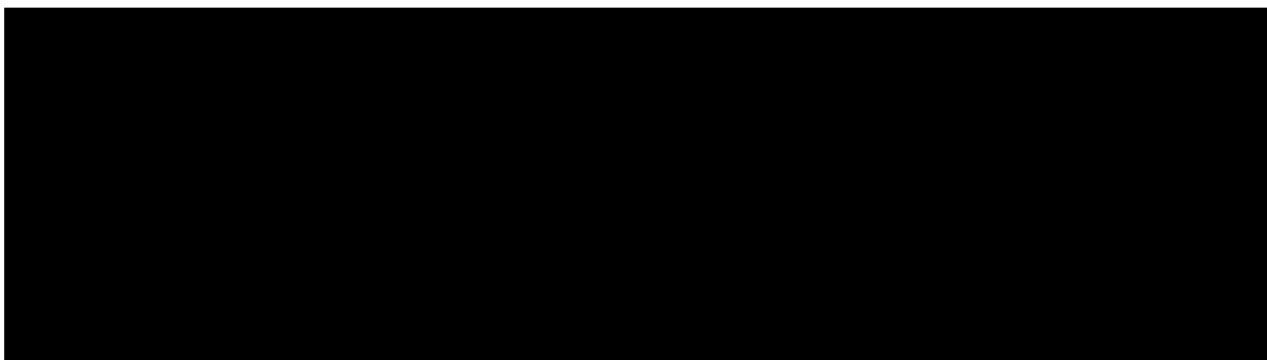
This ASSET PURCHASE AGREEMENT, dated as of this 3rd day of February, 2023 (the “Effective Date”), is entered into by and among **Eagle Automotive Group Inc. d/b/a Eagle Automotive Services**, a Colorado corporation (“Buyer”), and **The Remote Start Guys LLC d/b/a The Remote Start Guys d/b/a RSG Mobile Innovations d/b/a RSG Offroad**, a Colorado limited liability company (“RSG”), **RSG Metal Works LLC** (“RSG Metal”, together with RSG “Seller(s)”), **Jason Sampson** as the sole equity holder of RSG Metal and co-owner of the equity interests of RSG (“Owner”) and **Abby Sampson** (“A. Sampson”) the only other co-owners of the equity interests of RSG. Buyer, Sellers, Owner and A. Sampson are sometimes referred to individually as a “Party” and collectively as the “Parties.”

- A.** Sellers are engaged in the business of operating The Remote Start Guys LLC aka RSG Mobile Innovations aka RSG Offroad (generally “RSG Offroad”), an auto repair shop, and RSG Metal Works LLC (“Metal Works”), an autopart fabrication shop (together RSG Offroad and Metal Works are the “Business(es)”) located at 9680 W. Colfax Ave. Lakewood, CO 80215, Unit 15860 West 6th Avenue, Golden, CO 80401 and 3201 S. Zuni St. Unit B, Sheridan CO 80110, respectively (the “Leased Real Properties”)
- B.** Owner owns all of the outstanding equity interests of RSG Metal and Owner and A. Sampson own all of the outstanding equity interests of RSG;
- C.** Sellers desire to sell, assign and transfer, and Buyer desires to purchase and acquire, all of the assets (other than the Excluded Assets (as defined herein)) used in the Businesses, all on the terms and conditions set forth herein; and



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

Section 1 DEFINED TERMS



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

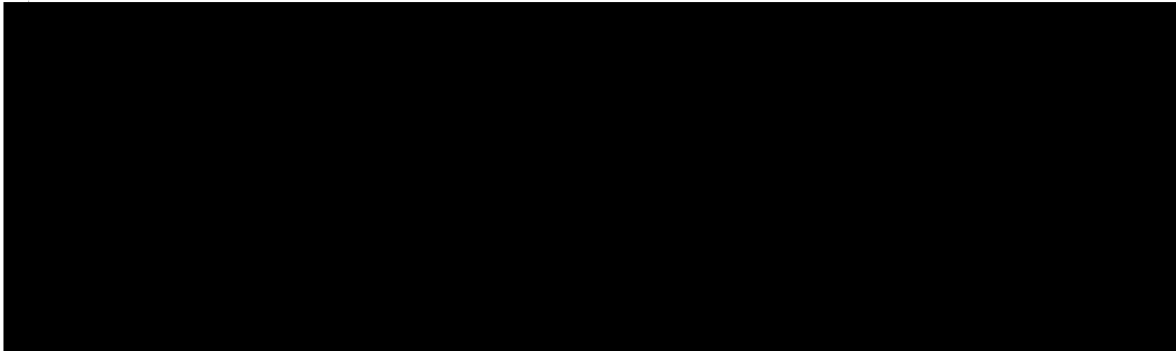
[REDACTED]

“Transferred Assets” means, all of the assets used in the Businesses, except for the Excluded Assets, including, without limitation, the following:

- (a) All of the assets and equipment used in the ordinary course of the Businesses;


[REDACTED]

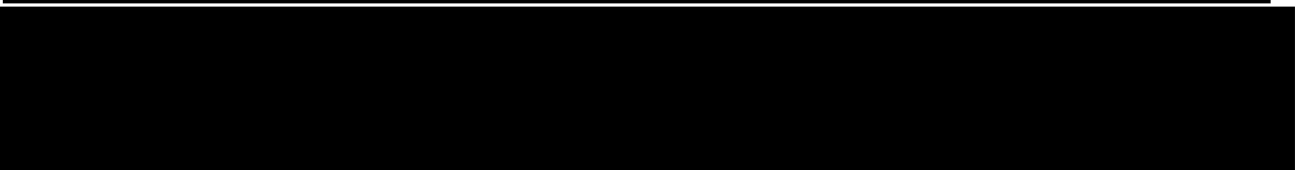
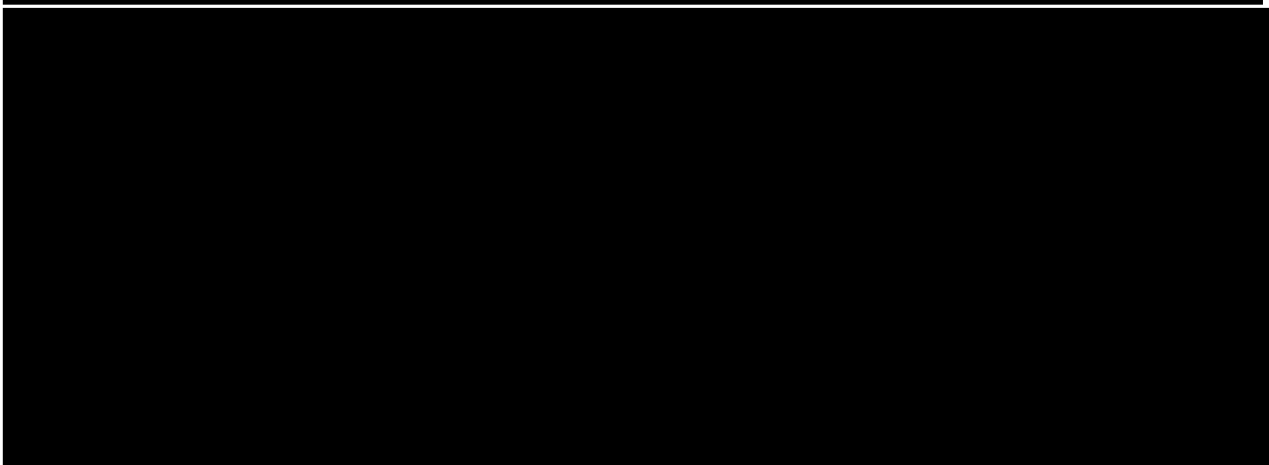
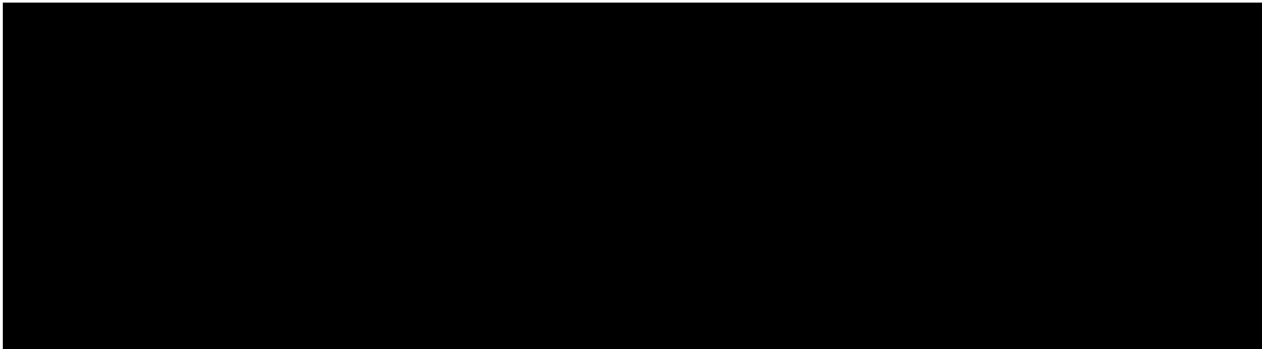
(e) all goodwill associated with the Businesses;



(j) All intellectual property owned by Sellers including trademarks (registered and unregistered), tradenames, logos, trade secrets, copyrights, domains, and patents.

Section 2 PURCHASE AND SALE OF ASSETS.

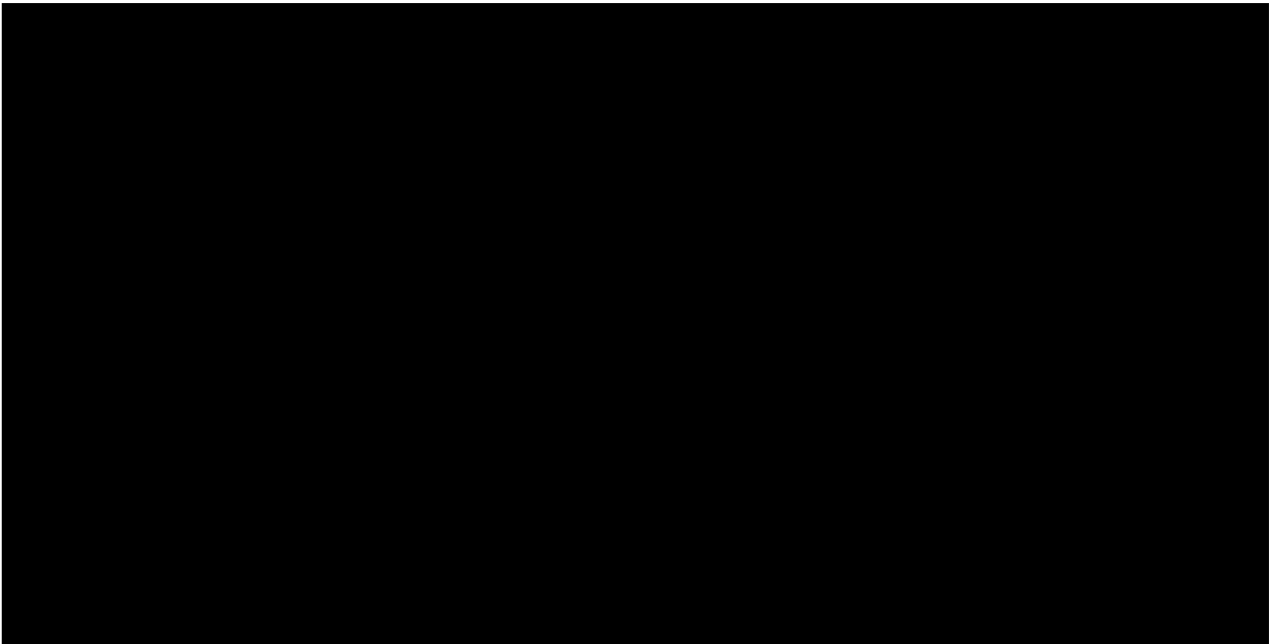
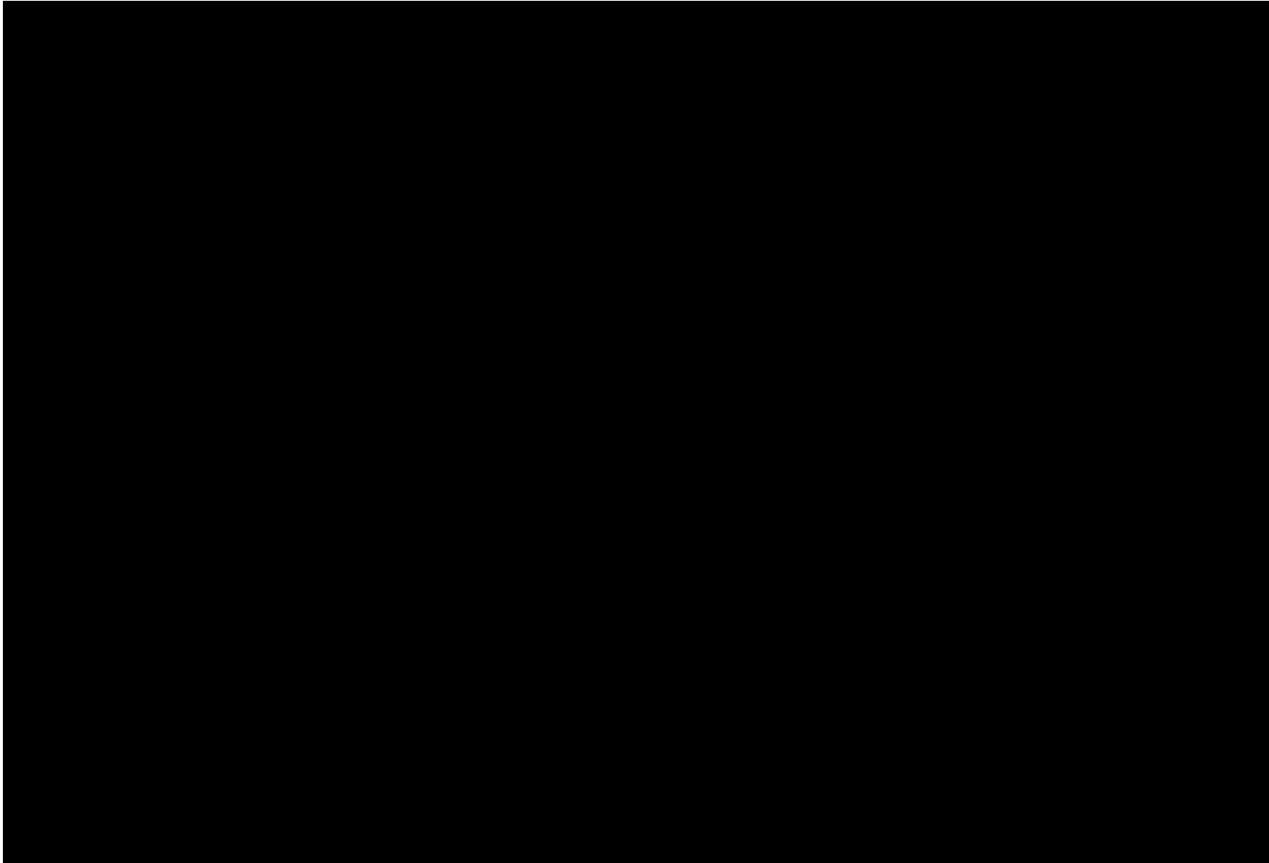
2.1 Transferred Assets. Subject to the terms and conditions set forth in this Agreement, Sellers shall sell, transfer, convey, assign and deliver to Buyer, and Buyer shall purchase and acquire from Sellers, on the Closing Date, all of the Transferred Assets, free and clear of all Encumbrances. 





2.5 Further Assurances. From time to time after the Closing, each party will timely execute and deliver to the other such instruments of sale, transfer, conveyance, assignment and delivery, and such consents, assurances, powers of attorney and other instruments as may

be reasonably requested by such party or its counsel in order to vest in Buyer all right, title and interest of Sellers in and to the Transferred Assets and otherwise in order to carry out the purpose and intent of this Agreement. For all purposes herein, each of Seller shall only be obligated for its pro rata share of obligations and liabilities based on the Purchase Price Division ratio.

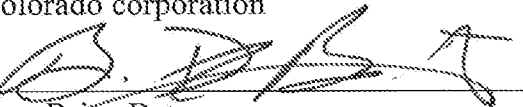




IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed on the date and year first above written.

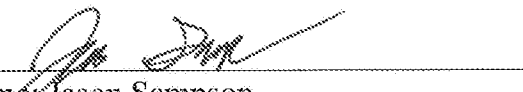
BUYER:

EAGLE AUTOMOTIVE GROUP INC.,
a Colorado corporation

By: 
Name: Brian Bates
Title: President

SELLERS:

THE REMOTE START GUYS LLC.
a Colorado limited liability company

By: 
Name: Jason Sampson
Title: owner

RSG METAL WORKS LLC.
a Colorado limited liability company

By: 
Name: Jason Sampson
Title: owner

OWNER:

JASON SAMPSON

Only as to Section 5.4




Jason Sampson

A. SAMPSON:

ABBY SAMPSON

Only as to Section 5.4



Abby Sampson