

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Earth Cars, Inc.		08/08/2000	CORPORATION: VERMONT
RECEIVING PARTY DATA			
Name:	Dealer Dot Com, Inc.		
Street Address:	431 Pine Street		
City:	Burlington		
State/Country:	VERMONT		
Postal Code:	05401		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2097775	EARTH CARS	
CORRESPONDENCE DATA			
Fax Number:	(310)201-4746		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	310-553-4441		
Email:	sgold@troygould.com		
Correspondent Name:	Sharon R. Gold		
Address Line 1:	1801 Century Park East		
Address Line 2:	Suite 1600		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	1620-1		
NAME OF SUBMITTER:	Sharon R. Gold		
Signature:	/Sharon R. Gold/		
Date:	05/09/2007		

OP \$40.00 2097775

Total Attachments: 4

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AGREEMENT

This Agreement (this "**Agreement**") is entered into by and between EARTHCARS, INC. (the "**Dealership**") and Andrew Bonfigli ("**Bonfigli**"), on the one hand, and Dcaler Dot Com, Inc., a Delaware corporation (the "**Company**"), on the other hand.

RECITALS

WHEREAS, on August 8, 2000 (the "**Purchase Date**"), the Dealership sold, conveyed, transferred, assigned and delivered to the Company all of the Dealership's rights, title and interest in and to the name "Earthcars," including trademark, domain name, logos and all associated goodwill (the "**Assets**") for \$150,000 (the "**Purchase**");

WHEREAS, the Dealership and Bonfigli wish to obtain permission from the Company to operate under the legal business name of "Earthcars, Inc." and use the internet domain name "Earthycars.com" for the sole purpose of marketing the Dealership (the "**Borrowed Assets**");

WHEREAS, the Dealership, Bonfigli and the Company desire to confirm the Purchase of the Assets that occurred on the Purchase Date and their understanding with respect to the Dealership's use of the Borrowed Assets;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. **Acknowledgment of the Purchase.** The Dealership and Bonfigli agree and acknowledge that the Company had acquired the Assets on the Purchase Date as its sole and exclusive property.
2. **Dealership's Use of the Borrowed Assets.** The Company agrees to allow the Dealership and Bonfigli to operate under the legal business name of "Earthcars, Inc." and to use the internet domain name "Earthycars.com" for a term period not to exceed three (3) years from the date of this Agreement, provided that:
 - 2.1 Bonfigli continues to actively manage the Dealership and continues to be:
 - (i) an executive officer of the Dealership, and
 - (ii) a major shareholder of the Dealership, holding at least 75% of all the issued and outstanding shares of the Dealership;
 - 2.2 The Dealership conducts its core business of used car sales in the State of Vermont; and

- 2.3 The use of the domain name "EarthyCars.com" is limited to marketing purposes only, and is not be used for any other purposes other than the advertisement and promotion of the Dealership.
- Should the Dealership not adhere to the terms and conditions provided herein, the Company may immediately deny the Dealership's use of the Borrowed Assets.
3. **Termination Events.** The Dealership shall cease any and all use of the Borrowed Assets immediately upon request by the Company or upon the occurrence of the earlier of the following ("Termination Event"):
- 3.1 The Dealership is sold to, acquired by, or merged into a third party; or
- 3.2 Bonfigli ceases to be involved in the Dealership's management or is no longer an executive officer of the Dealership.
4. **Transfer of Assets.** Notwithstanding the foregoing, the Company may at its sole option offer to transfer the Borrowed Assets to the Dealership upon the occurrence of a Termination Event, for such consideration and other terms and conditions as the Company determined in its sole discretion.
5. **No Obligation.** The Company is under no duty to guarantee the Dealership's continued use of the Borrowed Assets. The Dealership understands and acknowledges that the Company may be sold, merged or liquidated, and such event shall terminate this Agreement. The Dealership further understands and acknowledges that the Company has no obligation and is under no duty to the Dealership to renew the Assets or the Borrowed Assets, and may allow the expiration of such related permits, licenses and registration to lapse, the occurrence of which shall terminate this Agreement.
6. **Representations and Warranties of the Dealership.** The Dealership hereby represents and warrants to the Company that this Agreement has been duly authorized, executed and delivered by the Dealership and is a legal, valid and binding obligation of the Dealership, enforceable against the Dealership by the Company in accordance with its terms.
7. **Representations and Warranties of the Company.** The Company hereby represents and warrants to the Dealership that this Agreement has been duly authorized, executed and delivered by the Company and is a legal, valid and binding obligation of the Company, enforceable against the Company by the Dealership in accordance with its terms.
8. **Indemnification.** The Dealership agrees to indemnify and hold harmless the Company, its subsidiaries, affiliates and employees, from and against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs and expenses (including legal fees) insofar as such losses arise out of or are based on (i) any misrepresentation made by the Dealership, and (ii) any claim related to the Borrowed Assets.

9. **Notices.** Any notice or other writing required or permitted to be given under this Agreement or for the purposes of this Agreement to any party shall be in writing and shall be sufficiently given if delivered personally, or if sent by prepaid registered mail or if transmitted by fax or other form of recorded communication tested prior to transmission to such party:

(a) to the Dealership: Earthcars, Inc.

 Attention: Andrew Bonfigli
 Fax: _____

(b) to the Company at:

Dealer Dot Com, Inc.
 431 Pine Street
 Burlington, VT 05401
 Attention: Mark Bonfigli
 Fax: ~~1-408-245-2333~~
 1 802 304 1063

with a copy to:

Troy & Gould Professional Corporation
 1801 Century Park East, Suite 1600
 Los Angeles, CA 90067
 Attention: Lawrence Schnapp
 Fax: 1-310-201-4746

or at such other address as the party to whom such writing is to be given shall have last notified to the party giving the same in the manner provided in this section. Any notice delivered to the party to whom it is addressed as provided above shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a business day then the notice shall be deemed to have been given and received on the next business day. Any notice mailed as aforesaid shall be deemed to have been given and received on the tenth business day following the date of its mailing. Any notice transmitted by fax or other form of recorded communication shall be deemed given and received on the first business day after its transmission.

10. **Further Assurances.** Each party shall promptly execute such documents and take such other steps as may be reasonably required to carry out the intention of the parties under this Agreement.
11. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of California, without regard to principles of conflicts of laws.
12. **Resolution of Disputes.** Any and all disputes arising out of or in connection with this Agreement and the subject matter hereof, shall be decided by mandatory, binding arbitration under the rules of the American Arbitration Association.

- 13. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by each of the parties and their respective successors and assigns.
- 14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties or any of them in connection with the subject matter of this Agreement except as specifically set forth in this Agreement. No supplement, modification or waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
- 15. **Survivability.** Section 8 of this Agreement shall survive termination of this Agreement for any reason.
- 16. **Counterparts.** This Agreement may be signed in any number of counterparts which, when taken together, will constitute one and the same Agreement. Counterparts may be executed in either original or faxed form and the parties adopt any signatures received by the receiving fax machine as original signatures of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 1st day of Nov, 2006.

Earthcars, Inc.

By: 

Name: Andrew Bonfigli

Title: President

Dealer Dot Com, Inc.

By: 

Name: MARK BONFIGLI

Title: PRESIDENT / CEO


Andrew Bonfigli, individually