

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Duesenberg, LLC		07/30/2010	LIMITED LIABILITY COMPANY: MINNESOTA

RECEIVING PARTY DATA

Name:	Brightcliff Limited
Street Address:	10, Ice House Street
Internal Address:	Room 446, 4th Floor, New Henry House
City:	Central
State/Country:	HONG KONG
Entity Type:	CORPORATION: BRITISH VIRGIN ISLANDS

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3633123	DUESENBERG
Registration Number:	3633122	DUESENBERG
Registration Number:	3624660	DUESENBERG
Registration Number:	2331124	DUESENBERG
Registration Number:	1282364	TORPEDO ROADSTER
Registration Number:	1276873	DUSENBERG ROYALTON II
Registration Number:	1276872	DUESENBERG
Registration Number:	1173102	DUESENBERG II

CORRESPONDENCE DATA

Fax Number: (952)885-5969
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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 Correspondent Name: James A. Wahl

OP \$215.00 3633123

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ATTORNEY DOCKET NUMBER: 12050-1 DUESENBERG LLC

DOMESTIC REPRESENTATIVE

Name: James A. Wahl
Address Line 1: 8000 Norman Center Drive
Address Line 2: Suite 1000
Address Line 4: Minneapolis, MINNESOTA 55437

NAME OF SUBMITTER: James A. Wahl

Signature: /James A. Wahl/

Date: 08/04/2010

Total Attachments: 2
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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** is made effective as of the 30th day of July, 2010, by **Duesenberg, LLC**, a Minnesota limited liability company (the "Seller"), in favor of **Brightcliff Limited**, a British Virgin Islands corporation (the "Buyer").

Recitals:

The Seller owns and uses certain trademarks, service marks, logos, internet domain and website addresses, and commercial symbols to advertise and identify the Duesenberg® business.

The Seller has registered the following marks with the United States Patent and Trademark Office (the "US Registrations"):

Mark	Registration/Serial No.	International Class
U.S. No. 1,173,102	DUESENBERG II	IC 012
U.S. No. 1,276,872	DUESENBERG and design	IC 012
U.S. No. 1,276,873	DUESENBERG ROYALTON II	IC 012
U.S. No. 1,282,364	TORPEDO ROADSTER	IC 012
U.S. No. 2,331,124	DUESENBERG	IC 025
U.S. No. 3,624,660	DUESENBERG	IC 003
U.S. No. 3,633,123	DUESENBERG	IC 028
U.S. No. 3,633,122	DUESENBERG	IC 014

The Seller has registered the following marks with the indicated country trademark offices:

"Canada Registration":

No. TMA279101 DUESENBERG II IC 012

"Japan Registration":

No. 4365374 DUESENBERG IC 012 and others

"European Community Registrations":

No. 683469 DUESENBERG IC 003, 012, 018
 No. 802090 DUESENBERG IC 003, 012, 014, 025

"German Registrations":

No. 39755099 DUESENBERG IC 012 and others
 No. 39539447 DUESENBERG IC 012 and others

The Buyer desires to acquire the US Registrations, the Canada Registration, the Japan Registration, the European Community Registrations and the German Registrations, together with the internet domain name duesenbergllc.com and all other trademarks, service marks, logos, and commercial symbols of any kind and nature used by the Seller to identify and distinguish the Duesenberg® business (collectively, the "Marks") and the goodwill symbolized by the Marks, and all rights therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller does hereby sell, assign and transfer to the Buyer all right, title and interest in and to the Marks, together with the goodwill symbolized by the Marks, the right to register the trademark thereon and the right to secure any renewals, reissues and extensions of any such trademark throughout the world, the right to recover for the past infringement of the Marks by any party or parties, the right to sue in the Buyer's name and collect damages for any infringement of the Marks, and including all right, title, interest, and ownership, if any, of the Seller in any and all other intellectual property rights relating to the Marks.

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of this Assignment, declares: that he is authorized to execute this instrument on behalf of the business identified above; that he believes said business to be the owner of the Marks; that the facts set forth in this Assignment are true; and that all statements made of his own knowledge are true and all statements made on information and belief are believed to be true.

SELLER

DUESENBERG, LLC,
a Minnesota limited liability company

By David Hartje
Name: David Hartje
Its: Chief Manager

KM: 4820-8546-8165, V. 2