

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Elizabeth Li		06/13/2011	INDIVIDUAL: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	Vincent Motors LLC
<b>Street Address:</b>	6126 Douglas Ave SE
<b>City:</b>	Snoqualmie
<b>State/Country:</b>	WASHINGTON
<b>Postal Code:</b>	98065
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: WASHINGTON

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2547521	VINCENT BLACK EAGLE
Registration Number:	1984516	BLACK LIGHTNING
Registration Number:	2281568	H-R-D THE VINCENT H-R-D CO. LTD. STEVENAGEHERTS
Registration Number:	2121683	BLACK SHADOW
Registration Number:	1950910	VINCENT MOTORCYCLES H R D
Registration Number:	2136929	VINCENT MOTORCYCLES BLACKEAGLE
Registration Number:	2911336	V VINCENT MOTORCYCLES BLACKEAGLE

**CORRESPONDENCE DATA**

Fax Number: (310)824-9696  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 310-824-5555  
 Email: docketla@fulpat.com  
 Correspondent Name: Jessica Brookhart-Knost, Esq.  
 Address Line 1: Fulwider Patton LLP  
 Address Line 2: 6060 Center Drive, Tenth Floor

OP \$190.00 2547521

Address Line 4: Los Angeles, CALIFORNIA 90045

ATTORNEY DOCKET NUMBER:

VINCE-47930

NAME OF SUBMITTER:

Jessica L. Brookhart-Knost, Esq.

Signature:

/Jessica Brookhart-Knost/

Date:

06/22/2011

**Total Attachments: 12**

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## TRADEMARK ASSIGNMENT AND ASSET PURCHASE AGREEMENT

This Agreement is by and between Elizabeth Li, a California resident ("Assignor") and Vincent Motors LLC, a Washington Limited Liability Company. ("Assignee").

WHEREAS, Assignor is the owner of certain registered and unregistered trademarks and trade names listed on Schedule A (collectively, the "Trademarks") along with related assets (including engineering plans, merchandise, graphic designs, and digital and print artwork, bearing the Trademarks and listed on Schedule B (collectively, the "Related Assets"); and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in and to the Trademarks and Related Assets.

NOW, the parties agree as follows:

**1. Assignment.** Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all trademark registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill, all rights to any accrued causes of action, and all other rights including copyrights), in and to the Trademarks and Related Assets. Following assignment to Assignee, Assignor shall make no further use of the Trademarks and shall not challenge Assignee's use of the Trademarks or Related Assets.

**2. Consideration.**

**3. Representations and Warranties.** Each party represents to the other that it has the right, power and authority to enter into this Agreement, the Agreement is valid and binding, and the person signing this Agreement respectively on behalf of the Assignor and Assignee has the authority to act on behalf of the such party. Assignor represents and warrants to Assignee that: (i) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the registered Trademarks listed in Schedule A and the Related Assets; and has not sold, licensed, or transferred the Trademarks or Related assets to any third party, (ii) except for the agreement listed in Schedule A1, the registered Trademarks

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listed in Schedule A and the Related Assets are free of any liens, security interests, encumbrances or licenses.

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**TRADEMARK**  
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Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement, and no additional permissions or consents are required in order for the assignment of the Trademarks or Related Assets to Assignee.

4. **Entire Agreement.** This Agreement, including Schedules A, B, and C, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof. Each party shall bear its own costs and fees, including attorney's fees, sales, and income taxes, with respect to their obligations under this Agreement. This Agreement may be signed in duplicate, each one deemed an original.

5. **Amendment.** This Agreement may be amended only by a writing signed by both parties.

6. **Severability.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

7. **Agreement to Perfect and Record Assignment and Perform Necessary Acts.** Assignor shall, at its sole expense and responsibility, (i) perfect all title to the Trademarks and Related Assets as necessary (including from the last listed owner to Assignor), deliver and record all assignment of all of the registered Trademarks to Assignee with the United States Patent and Trademark Office, and as applicable, with the official trademark office in the country where such foreign Trademarks are registered, and, upon assignee's request, (ii) deliver to Assignee evidence of such perfections of and full chain of title, all assignments (including certified copies of such assignments), along with all legal files and documents (including trademark and copyright applications related to the Trademarks and Related Assets) held by Assignor and/or its legal counsel, along with the Related Assets.

Assignor agrees to perform any further acts and execute and deliver to Assignee any documents that may be reasonably necessary to carry out the provisions of this Agreement, including assignment and recordation, and providing available records and/or affidavits as may be needed by Assignee to perfect or support any applications, filings, statements of use, or proceedings in connection with the Trademarks.

8. **Governing Law.** This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of California and Titles 15 and 17 of the U.S. Code.

9. **Notices.** All notices and documents shall be delivered to:

Assignor: Elizabeth Li, 11261 Carmel Creek Rd, San Diego, CA 92130

Assignee: Vincent Motors, LLC, attn: Dave Green, 6126 Douglas Ave SE, Snoqualmie, WA  
98065 425-292-0346

Date: JUNE 13, 2011

Assignor

  
Signature

ELIZABETH N. LI  
Printed Name

PRESIDENT  
Title

Assignee

  
Signature

David H Green  
Printed Name

OWNER/MEMBER, Vincent Motors LLC  
Title

Schedule A - Unregistered and Registered Trademarks

1. Registered Trademarks

File No.	Country	Serial No.	Reg. No.	Status	Trademark
19750	DE	E33391/12WZ	2,096,621	Registered	VINCENT BLACK EAGLE
65673	DE	30350849.3	30350849	Registered	VINCENT BLACK EAGLE
37774	JP	7-83753	3357589	Registered	VINCENT
22490	US	74/493026	1984516	Registered	BLACK LIGHTNING
35516	US	75/327627	2547521	Registered	VINCENT BLACK EAGLE
36100	US	74/617178	1950910	Registered	VINCENT MOTORCYCLE H.R.D. & DE
37779	US	75/210945	2136929	Registered	V LOGO
38533	US	75/544422	2281568	Registered	MERCURY SYMBOL
39945	US	75/218974	2121683	Registered	BLACK SHADOW & DESIGN
53791	US	75/943750	2911336	Registered	V VINCENT MOTORCYCLES BLACK EAGLE LOGO

END OF SUBSECTION 1

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Schedule A - Unregistered and Registered Trademarks

2. Unregistered Trademarks

File #	Country	SerialNo	Reg. No	Trademark
78998	US	77/390686		VINCENT
83018	US	77/857069		VINCENT MOTORS
83019	US	77/857084		LEGENDARY PERFORMANCE
64306	US	76/509298		VINCENT H.R.D.
15320	US	324916	1945966	BEARCAPS
19150	US	4/413159	1,922,881	BEAR LOGO
19760	CA	735,355		VINCENT BLACK EAGLE
19780	GB	1546002	B1546002	VINCENT BLACK EAGLE
23160	US	75/207617		VINCENT
36426	US	74/617168	1938775	H.R.D. & DESIGN
36427	US	74/609339	1931753	BLACK EAGLE
37780	US	5/045352		V LOGO
49598	US	75/581347		VINCENT H.R.D.
49599	US	75/580987		BLACK SHADOW
56356	US	76/196508		VINCENT MOTORS
58728	US	76/344661		LEGENDARY PERFORMANCE
66302	US			PRODUCT SHAPED EAGLE HEADLIGHT
78997	US	77/390682		BLACK LIGHTNING
78999	US	77/390698		BLACK SHADOW
50398	AU			VINCENT
37776	US			BLACK PRINCE
37777	US			BLACK KNIGHT

END OF SUBSECTION 2

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Schedule B - Related Assets

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**TRADEMARK AND COPYRIGHT ASSIGNMENT**


WHEREAS, Elizabeth Li, a California resident, is the owner of Vincent Motors USA (Li and Vincent Motors USA herein below collectively called the "Assignor"), which owns and has used in business the following trademarks, trademark applications and trademark registrations, as shown on the attached Schedules A and the copyrights in all Related Assets listed in Schedule B; and

WHEREAS, Vincent Motors, LLC, a limited liability company organized and existing under and by virtue of the laws of the State of Washington, herein below called "Assignee", is desirous of acquiring the entire right, title and interest in and to the said trademarks, trademark applications and trademark registrations and in and to any registrations, renewals and extensions that may be granted thereon, together with the goodwill of the business connected therewith; and

THEREFORE, BE IT KNOWN that for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, said Assignor has sold, assigned, transferred and by these presents does hereby sell, assign, and transfer unto the said Assignee, its successors or assigns, the entire right, title and interest in and to the said trademarks, trademark applications and trademark registrations, copyrights and copyright registrations, and in and to any registrations, renewals and extensions that may be granted thereon, together with the goodwill of the business connected therewith and any right to recover for past infringement thereof.

Dated: JUNE 13, 2011

Vincent Motors USA

By:   
Print Name: ELIZABETH LI  
Print Title: PRESIDENT

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

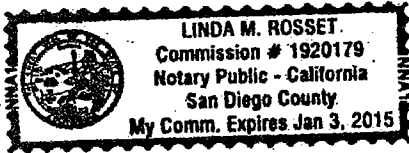
State of California

County of San Diego

On 6/13/11 before me, LINDA M. ROSSET, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared ELIZABETH LI  
Name(s) of Signer(s)

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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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

WITNESS my hand and official seal.

Signature Linda M. Rosset

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Trademark and Copyright Assignment

Document Date: 6/13/11 Number of Pages: 1

Signer(s) Other Than Named Above: none

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: ELIZABETH LI

- Individual
- Corporate Officer — Title(s): President
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: MILFUT MOTORS USA

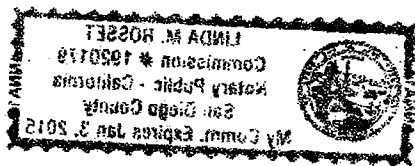
Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: \_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of San Diego

On 6/13/11 before me, LINDA M. ROSSET, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared ELIZABETH LI  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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

WITNESS my hand and official seal.

Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Trademark Assignment and Asset Purchase Agmt.

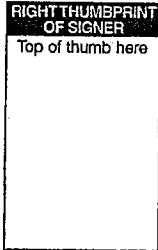
Document Date: 6/13/11 Number of Pages: 8

Signer(s) Other Than Named Above: DAVE GREEN

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: ELIZABETH LI

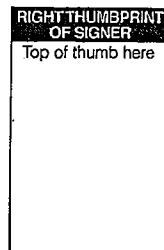
- Individual
- Corporate Officer — Title(s): President
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: VINCENT MOTORS, USA

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

