

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<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
Fairplay Electric Cars, LLC		10/03/2012	LIMITED LIABILITY COMPANY: COLORADO

**RECEIVING PARTY DATA**

<b>Name:</b>	Clark Material Handling Company
<b>Street Address:</b>	700 Enterprise Drive
<b>City:</b>	Lexington
<b>State/Country:</b>	KENTUCKY
<b>Postal Code:</b>	40510
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	3254201	FAIRPLAY ELECTRIC CARS
Registration Number:	3376378	FAIRPLAY
Registration Number:	3240554	FAIRPLAY ELECTRIC CARS
Registration Number:	3765339	EVE
Registration Number:	3252904	DURALIFE
Registration Number:	3349111	CART CONCEPTS
Registration Number:	3765263	EVE
Registration Number:	3458744	FAIRPLAY
Registration Number:	3521405	HOSS
Registration Number:	3524879	GOAT
Registration Number:	3102151	ULTRAGUARD
Serial Number:	85354581	LEGACY

**CORRESPONDENCE DATA**

Fax Number: 5025402268

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 502/587-3707

Email: ABerge@bgdlegal.com

Correspondent Name: Amy B. Berge

Address Line 1: 101 South Fifth Street

Address Line 2: 3500 National City Tower

Address Line 4: Louisville, KENTUCKY 40202

ATTORNEY DOCKET NUMBER:	106265.000002
NAME OF SUBMITTER:	Amy B. Berge
Signature:	/Amy B. Berge/
Date:	11/05/2012

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** ("Agreement") is entered into and effective as of the 3rd day of October, 2012 ("Effective Date"), by and between (i) **FAIRPLAY ELECTRIC CARS, LLC**, a Colorado limited liability company ("Assignor"), and (i) **CLARK MATERIAL HANDLING COMPANY**, a Delaware corporation ("Assignee").

### RECITALS

**WHEREAS**, Assignor is engaged in the business of assembling and selling electric golf cart vehicles for recreational, industrial and other use;

**WHEREAS**, Assignor owns certain "Intellectual Property," which term is defined in the Asset Purchase Agreement between the parties ("the APA") and which defined term is incorporated by reference herein, and which includes, without limitation, those items listed in Exhibit A; and

**WHEREAS**, Assignee desires to assign, and Assignor desires to accept assignment of the Intellectual Property and the goodwill associated therewith, upon the terms and subject to the conditions set forth in this Agreement;

### AGREEMENT

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises contained herein, which both Assignee and Assignor acknowledge and agree that each separately constitutes good and valuable consideration for each party's obligations under this Agreement, Assignee and Assignor hereby agree as follows:

**1. AUTHORITY.** Assignor and Assignee represent and warrant that each party's signatory to this Agreement is an authorized representative of each party, respectively, with legal capacity, legal competency, and legal authority to enter into on behalf of and to bind each party, respectively, to this Agreement.

**2. REPRESENTATIONS AND WARRANTIES.** Assignor makes the representations and warranties regarding the Intellectual Property as set forth in the APA and incorporated by reference herein.

**3. ASSIGNMENT.** Assignor, without need for further consideration, hereby irrevocably transfers, sells, and assigns to Assignee, in perpetuity, the Intellectual Property, and the goodwill associated therewith, thereby making the Intellectual Property the sole property of Assignee. Assignee may use the Intellectual Property in any manner and in any medium Assignee desires, including, without limitation, within and outside of commerce. Assignee need not obtain further permission from or approval by Assignor for any use(s) of the Intellectual Property, nor must Assignee compensate Assignor for such use(s) of the Intellectual Property.

**4. POWER OF ATTORNEY.** Assignor hereby makes, constitutes, and appoints irrevocably, Assignee as Assignor's true and lawful attorney in its name, place, and stead, to do and to perform every act and deed necessary to be done in connection with this Agreement, giving and granting to Assignee the full power and authority to register patents, copyrights,

**TRADEMARK**

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trademarks, service marks, and the like in the Intellectual Property with any appropriate authority, whether domestic or foreign, including, without limitation, the Register of Copyrights, the United States Patent and Trademark Office, and the Secretary of State of any state of the United States, and to ask for, demand, sue for, attach, levy, recover, and receive all sums of money that may now or hereafter become due, owing, and payable in connection with the Intellectual Property, to all intents and purposes, as Assignor might or could do with full power of substitution and revocation. Assignor hereby ratifies and confirms all Assignee and its substitute shall lawfully do or cause to be done by virtue of this Agreement.

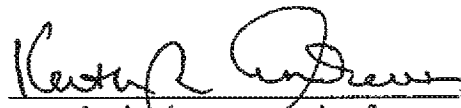
**5. HEADINGS.** The headings used in the Agreement are for convenience only. The headings in no way limit the scope of this Agreement, and they have no legal effect.

**6. BINDING.** This Agreement shall be binding on and inure to the benefit of the parties hereto.

**7. SEVERABILITY.** Should any provision of the Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the validity of the remaining parts, terms, and provisions shall not be affected thereby and any illegal, invalid, or unenforceable part, term, or provision shall be deemed not to be a part of the Agreement. In such event, the parties agree that the court may impose any lesser restrictions it considers appropriate to protect the interests of the parties, as may be applicable.

**8. RELEATIONSHIP TO APA.** This Agreement supplements but does not supersede or modify the APA.

**IN WITNESS WHEREOF,** Assignee and Assignor, by each party's respective duly authorized representative, hereby execute and deliver this Agreement as of the Effective Date.



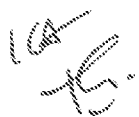
as authorized representative for  
FAIRPLAY ELECTRIC CARS, LLC

Title: *Member/President*  
("Assignor")



as authorized representative for  
CLARK MATERIAL HANDLING  
COMPANY

Title: *V. P. FINANCE*  
("Assignee")




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## Exhibit A


### United States Federal Trademark and Service Mark Applications and Registrations

Trademark Serial No. Reg. No. Disclaimer	Key Dates	Full Goods/Services	Owner
<b>FAIRPLAY ELECTRIC CARS and Design</b>  Serial No.: 78-620624 Reg. No.: 3,254,201 Disclaimer: "ELECTRIC CARS"	<u>First Use:</u> March, 2006  <u>Filed:</u> May 2, 2005  <u>Published:</u> April 25, 2006  <u>Allowed:</u> July 18, 2006  <u>Registered:</u> June 19, 2007	(International Class 12)  Cars for use in transporting plant personnel, as baggage carriers, general utility and maintenance cars, motel and resort cars, and golf cars, and structural parts thereof	Fairplay Electric Cars LLC 743 Horizon Court Suite 333 Grand Junction, CO 81506
<b>FAIRPLAY</b> <b>FAIRPLAY</b> Serial No.: 77-048403 Reg. No.: 3,376,378	<u>First Use:</u> January 18, 2006  <u>Filed:</u> November 21, 2006  <u>Published:</u> June 19, 2007  <u>Allowed:</u> September 11, 2007  <u>Registered:</u> January 29, 2008	(International Class 12)  Cars for use in transporting plant personnel, as baggage carriers, general utility and maintenance cars, motel and resort cars, and golf cars, and structural parts thereof	Fairplay Electric Cars LLC 743 Horizon Court Suite 333 Grand Junction, CO 81506
<b>FAIRPLAY ELECTRIC CARS</b> <small>(FAIRPLAY) ELECTRIC CARS</small> Serial No.: 78-620620 Reg. No.: 3,240,554 Disclaimer: "ELECTRIC CARS"	<u>First Use:</u> March, 2006  <u>Filed:</u> May 2, 2005  <u>Published:</u> March 28, 2006  <u>Allowed:</u> June 20, 2006  <u>Registered:</u> May 8, 2007	(International Class 12)  Cars for use in transporting plant personnel, as baggage carriers, general utility and maintenance cars, motel and resort cars, and golf cars, and structural parts thereof	Fairplay Electric Cars LLC 743 Horizon Court Suite 333 Grand Junction, CO 81506

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<p>EVE and Design</p>  <p>Serial No.: 77-733660</p> <p>Reg. No.: 3,765,339</p>	<p><u>First Use:</u> July, 2009</p> <p><u>Filed:</u> May 11, 2009</p> <p><u>Published:</u> August 25, 2009</p> <p><u>Allowed:</u> November 17, 2009</p> <p><u>Registered:</u> March 23, 2010</p>	<p>(International Class 12)</p> <p>Land vehicles and structural parts therefor</p>	<p>Fairplay Electric Cars, LLC 743 Horizon Court Suite 333 Grand Junction, CO 81506</p>
<p>DURALIFE</p> <p>Serial No.: 78-535684</p> <p>Reg. No.: 3,252,904</p>	<p><u>First Use:</u> March 1, 2005</p> <p><u>In Commerce:</u> March 1, 2006</p> <p><u>Filed:</u> December 20, 2004</p> <p><u>Published:</u> April 3, 2007</p> <p><u>Registered:</u> June 19, 2007</p>	<p>(International Class 12)</p> <p>Golf cart seat cushions mounted on bases</p>	<p>Fairplay Electric Cars, LLC 743 Horizon Court Suite 333 Grand Junction, CO 81506</p>
<p>CART CONCEPTS</p> <p>CART CONCEPTS</p> <p>Serial No.: 77-010855</p> <p>Reg. No.: 3,349,111</p> <p>Disclaimer: "CART"</p>	<p><u>First Use:</u> May 15, 2007</p> <p><u>Filed:</u> September 29, 2006</p> <p><u>Published:</u> January 9, 2007</p> <p><u>Allowed:</u> April 3, 2007</p> <p><u>Registered:</u> December 4, 2007</p>	<p>(International Class 12)</p> <p>Motorized golf cart accessories, namely, brush guards, windshields, utility seats, baskets adapted for golf carts, fitted covers, underseat trays and coolers sold as an integral component of motorized golf carts, rear view mirrors, hubcaps, dashboards, running boards, floor panels, protective roll bars, modified suspension systems</p> <p>(International Class 28)</p> <p>Golf accessories, namely, golf club and ball washers, and seed and divot replacement bottles</p>	<p>Fairplay Electric Cars, LLC 743 Horizon Court Suite 333 Grand Junction, CO 81506</p>

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<p>EVE <b>EVE</b></p> <p>Serial No.: 77-717886</p> <p>Reg. No.: 3,765,263</p>	<p><u>First Use:</u> July, 2009</p> <p><u>Filed:</u> April 20, 2009</p> <p><u>Published:</u> August 25, 2009</p> <p><u>Allowed:</u> November 17, 2009</p> <p><u>Registered:</u> March 23, 2010</p>	<p>(Int'l Class: 12)</p> <p>Land vehicles</p>	<p>Fairplay Electric Cars, LLC 743 Horizon Court Suite 333 Grand Junction, CO 81506</p>
<p>FAIRPLAY and Design</p>  <p>Serial No.: 77-066483</p> <p>Reg. No.: 3,458,744</p>	<p><u>First Use:</u> January 18, 2006</p> <p><u>Filed:</u> December 18, 2006</p> <p><u>Published:</u> June 19, 2007</p> <p><u>Allowed:</u> September 11, 2007</p> <p><u>Registered:</u> July 1, 2008</p>	<p>(International Class 12)</p> <p>Cars for use in transporting plant personnel, as baggage carriers, general utility and maintenance cars, motel and resort cars, and golf cars, and structural parts thereof</p>	<p>Fairplay Electric Cars, LLC 743 Horizon Court Suite 333 Grand Junction, CO 81506</p>
<p>HOSS <b>HOSS</b></p> <p>Serial No.: 77-132586</p> <p>Reg. No.: 3,521,405</p>	<p><u>First Use:</u> October 31, 2007</p> <p><u>Filed:</u> March 15, 2007</p> <p><u>Published:</u> March 11, 2008</p> <p><u>Allowed:</u> June 3, 2008</p> <p><u>Registered:</u> October 21, 2008</p>	<p>(International Class 12)</p> <p>Land vehicles, namely, gas and electric powered utility cars</p>	<p>Fairplay Electric Cars, LLC 743 Horizon Court Suite 333 Grand Junction, CO 81506</p>
<p>GOAT <b>GOAT</b></p> <p>Serial No.: 77-132583</p> <p>Reg. No.: 3,524,879</p>	<p><u>First Use:</u> August 1, 2008</p> <p><u>Filed:</u> March 15, 2007</p> <p><u>Published:</u> September 11, 2007</p> <p><u>Allowed:</u> December 4, 2007</p> <p><u>Registered:</u> October 28, 2008</p>	<p>(International Class 12)</p> <p>Land vehicles, namely, gas and electric powered utility cars and all-terrain vehicles</p>	<p>Fairplay Electric Cars, LLC 743 Horizon Court Suite 333 Grand Junction, CO 81506</p>

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<b>ULTRAGUARD</b> Serial No.: 78-535669 Reg. No.: 3,102,151	<u>First Use:</u> March 1, 2005  <u>In Commerce:</u> March 1, 2006  <u>Filed:</u> December 20, 2004  <u>Published:</u> October 25, 2005  <u>Allowed:</u> January 17, 2006  <u>Registered:</u> June 6, 2006	(International Class 12)  Polypropylene plastic body material sold as an integral component of motorized golf carts	Fairplay Electric Cars, LLC 743 Horizon Court Suite 333 Grand Junction, CO 81506
<b>LEGACY</b>  <b>LEGACY</b>  Serial No.: 85-354581	<u>Registered 8 &amp; 15:</u> April 21, 2012  <u>Filed:</u> June 23, 2011  <u>Pending -</u> <u>Suspension Letter</u> <u>Mailed:</u> April 20, 2012	(International Class 12)  Electric cars for use in transporting plant personnel, as baggage carriers, general utility and maintenance cars, motel and resort cars, and golf cars, and structural parts thereof	Fairplay Electric Cars, LLC 743 Horizon Court Suite 333 Grand Junction, CO 81506

**State Trademark and Service Mark Registrations**

<b>EVERGREEN</b> <b>ELECTRIC VEHICLES</b>  Reg. No.: HI 4101044	State: Hawaii  Registered: November 28, 2011	International Classes 35, 36  Sale of electric vehicles through dealers in Hawaii	Fairplay Electric Cars, LLC 743 Horizon Court Suite 333 Grand Junction, CO 81506
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**United States Patents**

Patent No.	Issue Date	Assignee
D514981	February 14, 2006	Fairplay Electric Cars, LLC Grand Junction, Colorado
D541699	May 1, 2007	Fairplay Electric Cars, LLC Grand Junction, Colorado
D571689	June 24, 2008	Fairplay Electric Cars, LLC Grand Junction, Colorado

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**China Trademark Registrations**

<p>FAIRPLAY </p> <p>Reg. No.: 6711388</p>	<p><u>Filed:</u> May 9, 2008</p> <p><u>Registered:</u> June 14, 2010</p>	<p>(International Class: 12) Baggage car; Plays the golf to use the handcart</p>	<p>Fairplay Electric Cars LLC 743 Horizon Court Suite 333 Grand Junction, CO 81506 United States of America</p>
<p>FAIRPLAY </p> <p>Reg. No.: 6711387</p>	<p><u>Filed:</u> May 9, 2008</p> <p><u>Registered:</u> June 14, 2010</p>	<p>(International Class: 12) Baggage car; Plays the golf to use the handcart</p>	<p>Fairplay Electric Cars LLC 743 Horizon Court Suite 333 Grand Junction, CO 81506 United States of America</p>
<p>EVE </p> <p>Reg. No.: 7658334</p>	<p><u>Filed:</u> August 31, 2009</p> <p><u>Registered:</u> January 14, 2011</p>	<p>(International Class: 12) Tire; Handcart</p>	<p>Fairplay Electric Cars LLC 743 Horizon Court Suite 333 Grand Junction, CO 81506 United States of America</p>

**China Patent Registrations**

ZL200630131706.8	2007 ZX Design Patent	Fairplay Electric Cars LLC
		743 Horizon Court Suite 333
ZL200730348522.1	2009 Legacy Design Patent	Grand Junction, CO 81506

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