

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
The Scooter Store, Ltd.		12/05/2013	Limited Company: TEXAS

**RECEIVING PARTY DATA**

Name:	Hoveround Corporation
Street Address:	Cattleridge Corporate Center
Internal Address:	6010 Cattleridge Drive
City:	Sarasota
State/Country:	FLORIDA
Postal Code:	34232
Entity Type:	CORPORATION: FLORIDA

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	3017227	THE SCOOTER STORE
Registration Number:	2912774	THE SCOOTER STORE
Registration Number:	2714979	THE SCOOTER STORE
Registration Number:	2710502	THE SCOOTER STORE
Registration Number:	2623482	
Registration Number:	3393269	THE SCOOTER STORE GUARANTEED FREEDOM PRO
Registration Number:	3584192	ALLIANCE SEATING & MOBILITY
Registration Number:	3577475	ALLIANCE SEATING & MOBILITY
Registration Number:	2726371	SCOOTERS DIRECT FREEDOM DIRECTLY TO YOU
Registration Number:	2297631	TURNING DISABILITIES INTO POSSABILITIES

**CORRESPONDENCE DATA**

Fax Number: 2127514864

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

CH \$265.00 3017227

*via US Mail.*

Phone: 212-906-1200  
Email: angela.amaru@lw.com  
Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru  
Address Line 1: 885 Third Avenue  
Address Line 2: Suite 1000  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	025147-0031
NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	12/10/2013

**Total Attachments: 3**

source=Scooter Store Assignment of US Trademarks 025147-0031#page1.tif  
source=Scooter Store Assignment of US Trademarks 025147-0031#page2.tif  
source=Scooter Store Assignment of US Trademarks 025147-0031#page3.tif

## ASSIGNMENT OF U.S. TRADEMARKS

ASSIGNMENT OF U.S. TRADEMARKS (this "Assignment") made as of December 5, 2013, by The Scooter Store, Ltd., a Texas limited company ("Assignor"), to Hoveround Corporation, a Florida corporation ("Assignee").

WHEREAS, The Scooter Store Holdings, Inc., The Scooter Store, Inc., the Scooter Store – USA, Inc., Assignor, Assignee, BGE1, LLC and each of the other sellers party thereto are parties to that certain First Amended and Restated Asset Purchase Agreement, dated as of November 14, 2013 (as it may be further amended, supplemented or otherwise modified from time to time, the "Agreement"), providing for the execution and delivery of this Assignment by Assignor to Assignee (capitalized terms used herein without definition shall have the meanings set forth in the Agreement);

WHEREAS, Assignor has adopted, used and is using the trademarks, service marks, brand names, logos, and trade names set forth on Schedule I attached hereto and incorporated by reference herein, which are registered, or for which applications for registration have been filed and are pending, in the United States Patent and Trademark Office (collectively, the "Assigned Marks"); and

WHEREAS, Assignee desires to acquire Assignor's right, title and interest in, to and under the Assigned Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

Assignor does hereby sell, transfer, assign, convey and deliver to Assignee, free and clear of all Liens (i) all of Assignor's right, title and interest in, to and under the Assigned Marks, together with all goodwill of the Business connected with the use thereof and symbolized thereby, and all registrations and applications for registration in connection therewith and all issuances, extensions and renewals thereof, (ii) any past, present or future claims or causes of action arising out of or related to any infringement, dilution or other violation of any of the foregoing, and the right to sue or otherwise recover and retain damages, costs and attorneys' fees therefor and any other rights relating to any of the foregoing, and (iii) all proceeds, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.


Assignor agrees, without any further consideration, to execute and deliver such other documents and to take other additional actions as Assignee may reasonably request in order to effectuate the purposes of the Agreement and this Assignment and to consummate the actions contemplated thereby and hereby and to confirm, record or otherwise evidence the same.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects, including as to validity, interpretation and effect, shall be governed by and construed in accordance with the laws of the State of Delaware (without giving effect to the principles of conflicts of laws thereof).

[signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first written above.


**THE SCOOTER STORE, LTD.**

By:   
Name: J LOWE  
Title: PRES, LLC

[SIGNATURE PAGE TO ASSIGNMENT OF U.S. TRADEMARKS]

**TRADEMARK**  
**REEL: 005170 FRAME: 0554**

SCHEDULE I

<u>MARK</u>	<u>APP. NO.</u>	<u>REG. NO.</u>
THE SCOOTER STORE (and Design)	78/253,918	3,017,227
THE SCOOTER STORE	78/253,917	2,912,774
THE SCOOTER STORE (and Design)	76/170,753	2,714,979
THE SCOOTER STORE	76/170,751	2,710,502
	76/170,752	2,623,482
THE SCOOTER STORE GUARANTEED FREEDOM PROGRAM	78/860,979	3,393,269
ALLIANCE SEATING & MOBILITY	77/313,707	3,584,192
ALLIANCE SEATING & MOBILITY	77/313,689	3,577,475
SCOOTERS DIRECT FREEDOM DIRECTLY TO YOU	76/170,829	2,726,371
TURNING DISABILITIES INTO POSSIBILITIES	75/313,707	3,584,192