

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
Sonic - Volvo LV, LLC		02/13/2014	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	Sonic Divisional Operations, LLC		
Street Address:	4401 Colwick Road		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28211		
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3043722	SONIC AUTOMOTIVE	
Registration Number:	3081223	SONIC AUTOMOTIVE	
Registration Number:	2383423	PUTTING AMERICA IN MOTION	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	trademarks@parkerpoe.com		
Correspondent Name:	William B. Cannon		
Address Line 1:	150 Fayetteville St., Ste. 1400		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
ATTORNEY DOCKET NUMBER:	70231		
NAME OF SUBMITTER:	William B. Cannon		
Signature:	/William B. Cannon/		

OP \$90.00 3043722

Date:

02/14/2014

Total Attachments: 3

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Trademark Assignment Agreement

Sonic - Volvo LV, LLC, a Nevada limited liability company (“**Assignor**”), and Sonic Divisional Operations, LLC, a Nevada limited liability company (“**Assignee**”), enter into this Trademark Assignment Agreement (“**Agreement**”) as of February 13, 2014 (“**Effective Date**”).

WHEREAS, Assignor is the owner of the United States trademark registrations set forth on **Exhibit A** attached to this Agreement and the trademarks described therein (the “**Marks**”), the goodwill of the businesses related thereto and symbolized thereby, and certain rights appurtenant thereto; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire, all of Assignor’s right, title, and interest in and to the Marks, all goodwill associated therewith and symbolized thereby, and all its rights appurtenant thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges by its execution below:

1. **Assignment.** Assignor does hereby irrevocably assign and transfer to Assignee, its successors, and assigns, Assignor’s entire right, title, and interest in and to the Marks worldwide, together with (a) the goodwill of the businesses symbolized by the Marks, and (b) all claims and rights to sue and to collect damages based on any past, present, and future infringement or unauthorized use of the Marks, false designations of origin, unfair competition, deceptive trade practices, or dilution related to the Marks, or any use of confusingly similar marks or names by others, and all other related causes of action.

2. **Further Assurances.** Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Agreement upon request by Assignee. Assignor agrees to perform all reasonable and proper additional acts and to execute any additional documents which Assignee may request in order to transfer Assignor’s rights, title, and interest in and to the Marks and the rights appurtenant thereto to Assignee, its successors, or assigns.

3. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

4. **Governing Law.** This Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort or otherwise) based upon, arising out of, or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of North Carolina, without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties execute this Agreement by signature of their respective duly authorized representatives as of the Effective Date.

ASSIGNOR:

Sonic - Volvo LV, LLC

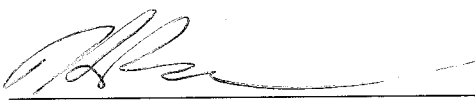
Signature:  _____

Printed Name: Stephen K. Coss
Secretary

Title: _____

ASSIGNEE:

Sonic Divisional Operations, LLC

Signature:  _____

Printed Name: Heath R. Byrd
VP and Treasurer

Title: _____

Exhibit A

Mark	Application No.	Registration No.	Filing Date
SONIC AUTOMOTIVE	76599051	3043722	6.22.04
SONIC AUTOMOTIVE	76599050	3081223	6.22.04
PUTTING AMERICA IN MOTION	75846538	2383423	11.12.99