

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300706

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DesignLine Corporation		11/08/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wonderland Investment Group Inc		
Street Address:	301 N. Lake Avenue		
Internal Address:	Suite 810		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4183620	DESIGNLINE	
Registration Number:	4053014	DESIGNLINE	
Serial Number:	77803912	DESIGNLINE	
Serial Number:	77803917	ECOSAVER	
CORRESPONDENCE DATA			
Fax Number:	8032559831		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	803-799-2000		
Email:	ip@nelsonmullins.com		
Correspondent Name:	Nelson Mullins Riley & Scarborough LLP		
Address Line 1:	100 North Tryon Street		
Address Line 2:	42nd Floor, IP Department		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	43006/00001		
NAME OF SUBMITTER:	Charles G. Zug		
SIGNATURE:	/Charles G. Zug/		
DATE SIGNED:	04/08/2014		
Total Attachments: 7			

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is executed and delivered as of this 8th day of November, 2013 (the "Effective Date") to Wonderland Investment Group, Inc. ("Buyer"), by DesignLine USA, LLC and DesignLine Corporation (collectively "Sellers"). Capitalized terms used in this Assignment and not otherwise defined in this Assignment shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement, of even date herewith, by and among Sellers and Buyer (the "AP Agreement").

WHEREAS, this Assignment is being executed and delivered pursuant to the AP Agreement;

WHEREAS, Sellers are the owners of the Purchased Intellectual Property including, but not limited to, the patents and/or patent applications identified on Schedule A hereto (collectively, the "Acquired Patents") and the trademark registrations and/or applications therefor identified on Schedule B hereto and the trademarks which are the subject thereof, including the goodwill of the business connected with the use of, and symbolized by, said marks (collectively, the "Acquired Trademarks"); and

WHEREAS, pursuant to the AP Agreement, Sellers agreed to sell, transfer, convey and deliver to Buyer, and Buyer agreed to purchase, acquire and accept from Sellers, free and clear of all Liens, Sellers' right, title and interest in and to the Purchased Intellectual Property.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in the AP Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers hereby agree as follows:

1. Sellers do hereby assign to Buyer all of Sellers' right, title and interest in and to the Purchased Intellectual Property including, without limitation, (a) inventions disclosed in the Acquired Patents and in and to all Letters Patents of the United States and all other jurisdictions which may or shall be granted on said inventions, or any parts thereof, or any divisional, continuing, reissue or other applications based in whole or in part thereon, and the right to recover for past infringement of the patents, and (b) the Acquired Trademarks, including the goodwill of the business connected with the use of and symbolized by each mark included in the Acquired Trademarks, together with the right to recover for past infringement of each such mark, and the right to seek registration of each such mark anywhere in the United States or elsewhere in the world.

2. This Assignment is being executed and delivered by Sellers in accordance with the AP Agreement and is expressly made subject to those liabilities, obligations and commitments which Buyer has expressly assumed and agreed to perform, pay and discharge pursuant to the AP Agreement executed and delivered by Buyer as of the date hereof.

3. Sellers do hereby request and authorize the Commissioner of Patents and Trademarks of the United States of America and all other corresponding authorities of other jurisdictions to issue letters patent on inventions included in the Acquired Patents to Buyer or Buyer's nominee, successor or assign.


4. Sellers, by their execution of this Assignment, and Buyer, by its acceptance of this Assignment, hereby acknowledge and agree that no representation or warranty, nor any right or remedy, of any Party under the AP Agreement or any other ancillary agreement will be deemed to be enlarged, diminished, modified or altered in any way by this Assignment. In the event of any conflict or inconsistency between the terms of the AP Agreement and the terms hereof, the terms of the AP Agreement will govern and control.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

SELLERS:


DESIGNLINE USA, LLC

By: 

Name: Katie Goodman

Title: Chief Restructuring Officer

DESIGNLINE CORPORATION

By: 

Name: Katie Goodman

Title: Chief Restructuring Officer

ACCEPTED AS OF THE DATE FIRST SET FORTH ABOVE:

BUYER:

WONDERLAND INVESTMENT GROUP, INC.

By: 

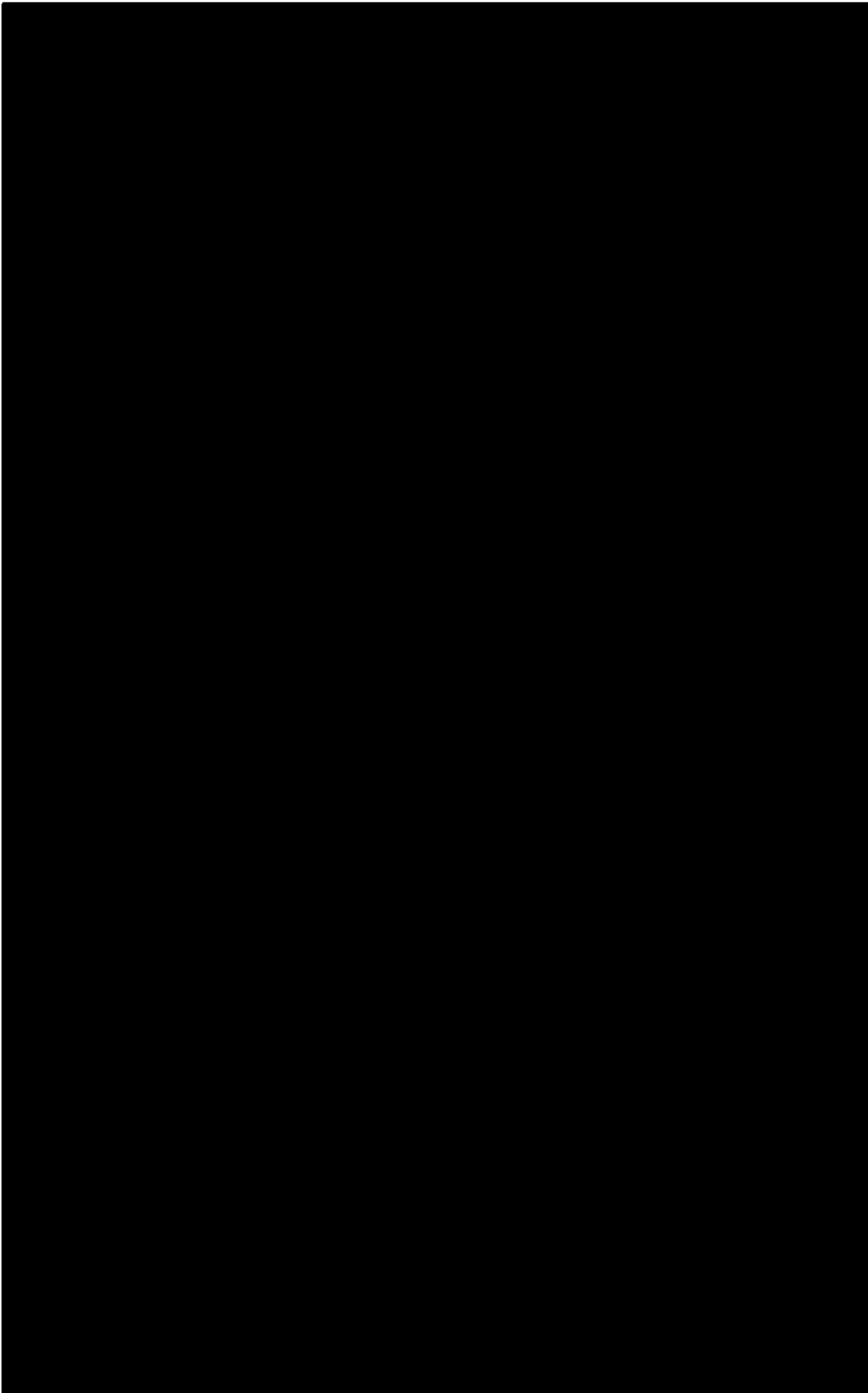
Name: Tony Luo

Title: President

Schedule A to Intellectual Property Assignment

Acquired Patents

See attached.



TRADEMARK
REEL: 005255 FRAME: 0452

Schedule B to Intellectual Property Assignment

Acquired Trademarks

See attached.

Docket Number	Country	Current Recorded Owner	Application Number	Application Date	Registration Number	Registration Date	Status	Sub Status	Class	Goods/Services	Mark Name
34835/9002-TM	United States	DesignLine Corporation	77/803905	8/13/2009	4183620	7/31/2012	Registered	Registered	12	Buses	DESIGNLINE
34835/9003-TM	United States	DesignLine Corporation	77/803912	8/13/2009			Filed	Allowed	12	Buses.	DESIGNLINE and Design
34835/9004-TM	United States	DesignLine Corporation	77/803917	8/13/2009			Filed	Allowed	12	Buses.	ECOSAVR
34835/9012-TM	United States	DesignLine Corporation	85294294	4/13/2011	4053014	11/8/2011	Registered	Registered	12	Buses.	DESIGNLINE and Design

