

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311465

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tomcar Limited		08/01/2011	COMPANY: ISRAEL
Tomcar USA		08/01/2011	COMPANY: ARIZONA
RECEIVING PARTY DATA			
Name:	Tomcar India Private Limited		
Street Address:	No. 38, Maini Sadan, 7th Cross, Lavelle Road		
Internal Address:	Bangalore		
City:	Karnataka		
State/Country:	INDIA		
Postal Code:	560001		
Entity Type:	COMPANY: INDIA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3373998	TOMCAR	
Registration Number:	3850775	TOMCAR	
Registration Number:	3845881	TOMCAR ANYWHERE AND BACK	
Registration Number:	3845871	TOMCAR	
Registration Number:	3761770		
Registration Number:	3951309	T	
Registration Number:	3764715	ANYWHERE AND BACK	
Registration Number:	3990459	TM2	
Registration Number:	3990460	TM4	
Registration Number:	3990461	TM5	
CORRESPONDENCE DATA			
Fax Number:	727.538.38		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	727.538.3800		
Email:	mason@masonlawip.com		
Correspondent Name:	Anne S. Mason		
Address Line 1:	11399 16th Court North		
TRADEMARK			

OP \$265.00 3373998

Address Line 2: Suite 100
Address Line 4: St. Petersburg, FLORIDA 33716

ATTORNEY DOCKET NUMBER: 4153.001

NAME OF SUBMITTER: Anne S. Mason

SIGNATURE: /ASM-4153/

DATE SIGNED: 07/22/2014

Total Attachments: 8

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Annex 1.1.4(a)

DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT (the "Assignment Deed") is made effective from 1st day of August, 2011

BY AND BETWEEN:

TOMCAR LIMITED, a company incorporated under the laws of Israel, having its principal place of business at P.O. Box 401, 48800 Kibbutz Givat Hashlosha, Israel (hereinafter referred to as the "Assignor 1", which term unless repugnant to the context and subject shall mean and include its successors-in-interest and permitted assigns), of the **FIRST PART**;

AND

TOMCAR USA, a company incorporated under the laws of the state of Arizona having its principal place of business at 1727 Deer Valley Road Phoenix, AZ 85024, USA (hereinafter referred to as the "Assignor 2" which term unless repugnant to the context and subject shall mean and include its successors-in-interest and permitted assigns), of the **SECOND PART**;

(Assignor 1 and Assignor 2 shall collectively be referred to as the "Assignors"; Assignor 1 and Assignor 2 shall be jointly and severally bound by all of Assignor/s' undertakings and or obligations hereunder)

AND

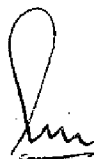
Tomcar India Private Limited, a company incorporated under the laws of India, having its registered office at No.38, Maini Sadan, 7th Cross, Lavelle Road, Bangalore 560001, Karnataka, India No.38 (hereinafter referred to as the "Assignee" which term unless repugnant to the context and subject shall mean and include its successors-in-interest and permitted assigns), of the **THIRD PART**.

The Assignors and the Assignee are hereinafter also individually and collectively referred to as "Party" and "Parties", respectively.

WHEREAS:

- A. The Assignors are a corporate group which is engaged in the business of manufacturing off road vehicles for both private and commercial usage, under the name and brand of "TOMCAR";
- B. The Assignors are the proprietors of the various intellectual property owned by them in various jurisdictions, as mentioned in further detail under **Schedule 1** of the Agreement (hereinafter collectively referred

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to as "IP"), which they use in connection with or in course of their business activities as mentioned under **Recital A**;

- C. The Assignors have sold certain assets relating to their business (including the IP) to, *inter alia*, the Assignee under the terms of an Asset Purchase Agreement dated July 11th, 2011 ("APA"), entered into between the Assignors, the Assignee, the Markstone Entities, Mr. Ram Zarchi and Mr. Yoram Zarchi;
- D. In terms of the said APA, the Parties have agreed to execute this Assignment Deed for the Assignors to transfer and assign all ownership rights, title and interests in the IP, in perpetuity and on a world-wide basis to the Assignee and also towards facilitating recordal of the said assignment before the relevant regulatory authorities; and
- E. Any capitalized terms used but not defined herein shall carry the same meaning attributed to them under the APA.
- F. The Parties hereby wish to record in writing their understanding as under.

NOW, THEREFORE, in consideration of the premises and mutual covenants, promises, agreements and provisions set forth hereinafter, the Parties hereto agree as follows:

1. ASSIGNMENT

- 1.1 For a consideration as more fully stated under the terms of the APA ("**Consideration**"), receipt and sufficiency of which is hereby acknowledged by the Assignors, the Assignors do hereby sell, assign and transfer unto the Assignee, its entire right, title and interest in and to the IP together with all the goodwill, if any, connected with and symbolized by the IP, the same to be held and enjoyed by the Assignee in perpetuity and on a worldwide basis.
- 1.2 For the purposes of clarity and without derogating from the aforesaid in Section 2 herein, the Assignors undertake that they shall cooperate with the Assignee as may be reasonably necessary for the complete assignment of all trademark registrations which are set forth in Annexure A hereto to the Assignee in all the jurisdictions stated under Annexure A hereto.

2. RECORDING OF THE ASSIGNEE AS THE PROPRIETOR; COOPERATION

The Assignors shall cooperate with all steps taken by Assignee which are required to record the Assignee as the proprietor of the IP. All appropriate filings with the concerned regulatory authorities in all

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relevant jurisdictions of the assignment of IP and all requests that the Assignee shall be recorded as the proprietor thereof shall be under the sole responsibility of the Assignee.

3. ARBITRATION

- 3.1 If any dispute arises amongst the Parties during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of this Agreement, the Parties shall endeavour to settle such dispute amicably.
- 3.2 In the case of failure by the Parties to resolve the dispute in the manner set out above within 30 days from the date when the dispute arose, the dispute shall be referred to arbitration, by a panel of a sole arbitrator if the Parties agree or failing agreement by a panel of three arbitrators, one to be appointed by the Buyer, the second to be appointed by the Sellers, and the third to be appointed by the two arbitrators so appointed. The place of arbitration shall be in Singapore, Singapore and all the arbitration proceedings shall be conducted in the English language. The arbitration shall be handled pursuant to the internal laws of England and Wales (without regard to the choice of laws rules thereof). The arbitrator shall give reasons for his arbitral award but shall not be subject to any procedural laws and/or evidence law.
- 3.3 Judgment upon any arbitral award rendered hereunder may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.
- 3.4 The provisions of this Clause shall survive termination of this Agreement.
- 3.5 This Agreement, including all matters relating to its validity, construction, performance and enforcement, shall be governed by and construed in accordance with the laws of England and Wales. The courts of Singapore will have exclusive jurisdiction in relation to any matter arising under or in connection with this Agreement or any agreement entered into pursuant to this Agreement.

4. MISCELLANEOUS

- 4.1 **Entirety:** This Assignment Deed, is made only for the purpose of recording the broad understanding of the Parties with respect to the transactions contemplated hereby and shall not invalidate the APA in

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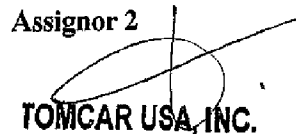
any manner whatsoever. In case of any contradiction between the terms hereof and the terms of the APA, the terms of the latter shall.

- 4.2 **Amendment:** This Assignment Deed shall not be amended, changed, modified, terminated or discharged in whole or in part except by an instrument in writing signed by both the Parties hereto.
- 4.3 **Severability:** If any term or other provision of this Assignment Deed is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Assignment Deed shall nevertheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to any Party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Assignment Deed so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- 4.4 **Further Assurances:** In connection with this Assignment Deed and all transactions contemplated herein, each Party hereto agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated herein.
- 4.5 **Counterparts:** This Assignment Deed may be executed in several counterparts, each of which counterparts shall be deemed an original and all of which together shall constitute a single instrument.

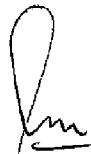
IN WITNESS WHEREOF the Parties hereto have executed this Assignment Deed on the day and the year hereinabove written.


Assignor 1
TOMCAR Ltd.


(Authorized Signatory)


Assignor 2
TOMCAR USA, INC.

(Authorized Signatory)



Assignee


(Authorized Signatory)

Witness

~~ניר פרידמן, ע"ד~~
~~Nir Friedman, Adv.~~
~~מס' רישוי 50842~~
License No. 50842
Signature
~~ניר פרידמן, ע"ד~~
~~Nir Friedman, Adv.~~
~~מס' רישוי 50842~~
Name License No. 50842


Witness

~~ניר פרידמן, ע"ד~~
~~Nir Friedman, Adv.~~
~~מס' רישוי 50842~~
License No. 50842
Signature
~~ניר פרידמן, ע"ד~~
~~Nir Friedman, Adv.~~
~~מס' רישוי 50842~~
Name License No. 50842

TOMCAR USA, INC.

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ANNEXURE A
Description of Intellectual Property

<u>Jurisdiction</u>	<u>Trade Mark</u>	<u>Applicant</u>	<u>Application No.</u>	<u>Status</u>
CANADA	TOMCAR	Tomcar, Israel	1428624	Pending Registration
CANADA	TOMCAR	Tomcar, Israel	1428623	Pending Registration
CANADA	ANYWHERE AND BACK	Tomcar, Israel	1428625	Pending Registration
European Union	TOMCAR	Tomcar, Israel	7580152	Trade Mark Registered
European Union	TOMCAR (word mark)	Tomcar, Israel	4460424	Trade Mark Registered
European Union	ANYWHERE AND BACK	Tomcar, Israel	7579071	Trade Mark Registered
Israel	TOMCAR	Tomcar, Israel	229132	Pending Registration
Israel		Tomcar, Israel	229132	Pending Registration
Singapore	TOMCAR ANYWHERE AND BACK	Tomcar, Israel	T090444 8Z	Trade Mark Registered
Singapore	TOMCAR	Tomcar, Israel	T090444 9H	Trade Mark Registered
Singapore	TOMCAR	Tomcar, Israel	T090445 0A	Trade Mark Registered
Turkey	TOMCAR	Tomcar, Israel	2009/059 47	Pending Registration

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Turkey	ANYWHERE AND BACK	Tomcar, Israel	2009/05948	Pending Registration
Turkey	TOMCAR	Tomcar, Israel	2009/05951	Pending Registration
USA	TOMCAR (word mark)	Tomcar, USA	78744283	Trade Mark Registered
USA	TOMCAR	Tomcar, USA	78175440	Trade Mark. Abandoned
USA	T O M C A R	Tomcar, Israel	77618577	Trade Mark Registered
USA	TOMCAR <small>ANYWHERE AND BACK</small>	Tomcar, Israel	77618569	Trade Mark Registered
USA	TOMCAR	Tomcar, Israel	77616717	Trade Mark Registered
USA		Tomcar, Israel	77618593	Trade Mark Registered
USA		Tomcar, Israel	77618602	Pending Registration
USA		Tomcar, Israel	77618597	Pending Registration
USA	T	Tomcar, Israel	77618565	Pending Registration
USA	ANYWHERE AND BACK	Tomcar, Israel	77616630	Trade Mark Registered

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USA	TM2	Tomcar , Israel	7761855 2	Pending Registrat ion
USA	TM4	Tomcar , Israel	7761855 9	Pending Registrat ion
USA	TM5	Tomcar , Israel	7761856 0	Pending Registrat ion

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