

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311467

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ram Zarchi		06/01/2014	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Tomcar Holding Company, LLC		
Street Address:	1209 Orange Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
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:	7275383820		
<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, Suite 100		
Address Line 4:	St. Petersburg, FLORIDA 33716		
ATTORNEY DOCKET NUMBER:	4153.001		

OP \$265.00 3373998

NAME OF SUBMITTER:	Anne S. Mason
SIGNATURE:	/ASM-4153/
DATE SIGNED:	07/22/2014
Total Attachments: 4 source=Tomcar_Deed of Assignment_R Zarchi to Tomcar Holding Co LLC#page1.tif source=Tomcar_Deed of Assignment_R Zarchi to Tomcar Holding Co LLC#page2.tif source=Tomcar_Deed of Assignment_R Zarchi to Tomcar Holding Co LLC#page3.tif source=Tomcar_Deed of Assignment_R Zarchi to Tomcar Holding Co LLC#page4.tif	

DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT (the "Assignment Deed") is made effective from ____ day of June, 2014

BY AND BETWEEN:

Ram Zarchi, an individual residing at 6915 East Quail Run Rd., Paradise Valley, AZ 85253, (hereinafter referred to as the "Assignor" 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 Holding Company, LLC, a limited liability company incorporated under the laws of Delaware having as its registered agent Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801 (hereinafter referred to as the "Assignee", which term unless repugnant to the context and subject shall mean and include his successors-in-interest and permitted assigns), of the **SECOND PART**;

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

WHEREAS:

- A. The Assignor is an individual engaged in the business of manufacturing off road vehicles for both private and commercial usage, under the name and brand of "TOMCAR";
- B. The Assignor is the proprietor of the various intellectual property owned by it in the territories, as mentioned in further detail under **Schedule 1** of this Deed of Assignment (hereinafter collectively referred to as "IP"), which it uses in connection with or in course of its business activity as mentioned under **Recital A**;
- C. The Parties have agreed to execute this Assignment Deed for the Assignor to transfer and assign all ownership rights, title and interests in the IP, in the designated territories as detailed in **Schedule 1** hereof, perpetuity, to the Assignee and also towards facilitating recordal of the said assignment before the relevant regulatory authorities; and
- D. 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:

I. ASSIGNMENT

- I.1 For a consideration, receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor hereby sells, assigns and transfers unto the Assignee, his entire right, title and interest in and to the IP in the territories detailed in **Schedule 1** hereof, 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.

- 1.2 For the purpose of clarity, the assignment of IP hereunder shall only apply to the IP rights in the Territories specified under **Schedule 1**.
- 1.3 For the purposes of clarity and without derogating from the aforesaid in Section 2 herein, the Assignors undertake that they shall do all such actions as may be reasonably necessary for the complete assignment of all trademark registrations to the Assignee in all the jurisdictions stated under **Schedule 1**.

2. RECORDING OF THE ASSIGNEE AS THE PROPRIETOR; COOPERATION

The Assignor shall cooperate with all steps taken by Assignee which are required to record the Assignee as the proprietor of the IP in the territories specified under **Schedule 1**. All appropriate filings with the concerned regulatory authorities in all 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. DISPUTE RESOLUTION

- 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 Deed of Assignment, the Parties shall endeavour to settle such dispute amicably.
- 3.2 The provisions of this Clause shall survive termination of this Agreement.
- 3.3 This Deed of Assignment, including all matters relating to its validity, construction, performance and enforcement, shall be exclusively governed by and construed in accordance with the laws of England and Wales, exclusive of its choice of law provisions.

The courts of London, England will have exclusive jurisdiction in relation to any matter arising under or in connection with this Deed of Assignment or any agreement entered into pursuant to this Deed of Assignment.

4. MISCELLANEOUS

- 4.1 **Entire Deed:** This Assignment Deed, and the documents referred to in this Assignment Deed, express the entire understanding of the Parties with respect to the transactions contemplated hereby and supersede all prior understandings and agreements, whether written or oral, in respect of the assignment of the IP.
- 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.

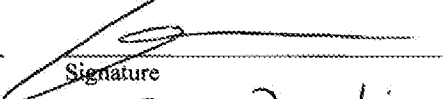
4.5 **Counterparts:** This Assignment Deed may be executed in several counterparts, each of which counterparts shall be deemed an original and all of which together shall constitute a single instrument.

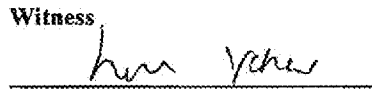
IN WITNESS WHEREOF the Parties hereto have executed this Assignment Deed on the day and the year hereinabove written.

Assignor
(Authorized Signatory)

Assignee
(Authorized Signatory)


Signature
Ram Zarchi
Name


Signature
Ram Zarchi
Name






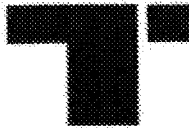
Witness

Signature
HAIM YANAI
Name

Witness

Signature

Name

SCHEDULE A
Description of Intellectual Property

<u>Jurisdiction</u>	<u>Trade Mark</u>	<u>Applicant</u>	<u>Registration No.</u>	<u>Status</u>
Israel	TOMCAR	Tomcar, Israel	229132	Trade Mark Registered
Israel		Tomcar, Israel	229133	Trade Mark Registered
USA	TOMCAR (word mark)	Tomcar, USA	3373998	Trade Mark Registered
USA		Tomcar, Israel	3850775	Trade Mark Registered
USA		Tomcar, Israel	3845881	Trade Mark Registered
USA		Tomcar, Israel	3845871	Trade Mark Registered
USA		Tomcar, Israel	3761770	Trade Mark Registered
USA		Tomcar, Israel	3951309	Trade Mark Registered
USA	ANYWHERE AND BACK	Tomcar, Israel	3764715	Trade Mark Registered
USA	TM2	Tomcar, Israel	3990459	Trade Mark Registered
USA	TM4	Tomcar, Israel	3990460	Trade Mark Registered
USA	TM5	Tomcar, Israel	3990461	Trade Mark Registered
All other countries in North and South America	"Tomcar"			Unregistered