

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317998

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Drive Time Sales and Finance Company, LLC.		09/12/2014	LIMITED LIABILITY COMPANY: ARIZONA
RECEIVING PARTY DATA			
Name:	Carvana, LLC		
Street Address:	4020 East Indian School		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85018		
Entity Type:	LIMITED LIABILITY COMPANY: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85291424	SELL NO EVIL	
CORRESPONDENCE DATA			
Fax Number:	6508332001		
<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:	6508332373		
Email:	carolanne.bashir@dlapiper.com		
Correspondent Name:	Paul A. McLean, Esq., DLA Piper LLP US		
Address Line 1:	2000 University Avenue		
Address Line 4:	East Palo Alto, CALIFORNIA 94303		
ATTORNEY DOCKET NUMBER:	366879-109		
NAME OF SUBMITTER:	Paul A. McLean, Esq., DLA Piper LLP (US)		
SIGNATURE:	/Paul A. McLean/		
DATE SIGNED:	09/25/2014		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made and entered into effective as of September 12, 2014 (this "Trademark Assignment"), by and between DriveTime Sales and Finance Company, LLC., a limited liability company of Arizona having a place of business at 4020 East Indian School, Phoenix, Arizona 85018 (ASSIGNOR), and Carvana, LLC, a limited company of Arizona, having a place of business at 4020 East Indian School, Phoenix, Arizona 85018 (ASSIGNEE).

RECITALS

WHEREAS, ASSIGNOR is the owner of the entire right, title and interest in and to the mark **SELL NO EVIL** (the "Trademark");

pending under U.S. Service Mark Application Serial No. 85291424, together with all goodwill associated therewith;

WHEREAS, ASSIGNEE is desirous of acquiring the Trademark together with the goodwill associated therewith;

ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers, sells, assigns, conveys and delivers to Assignee and its successors and assigns, Assignor's entire right, title and interest in and to the Trademark, together with the goodwill associated therewith, and any and all accounts, contract rights, warranties, litigation claims and rights, including the right to sue for and collect upon all claims for profits and damages as a result of past infringement, if any, and other general intangibles of Assignor related to any of the foregoing, in each case whether now existing or hereafter acquired or created, whether owned, leased or licensed beneficially or of record and whether owned, leased or licensed individually, jointly or otherwise, together with the products and proceeds thereof (including license royalties and the proceeds of infringement suits), and all payments and other distributions with respect thereto.

Assignor further agrees that it shall on the date hereof and from time to time thereafter, at the request and expense of Assignee, perform or cause to be performed such acts and execute, acknowledge and deliver at the request of Assignee, such documents as may reasonably be required to evidence or effectuate the sale, conveyance, assignment, transfer and delivery to Assignee of the Trademark or for the performance by Assignor of any of its obligations hereunder. Upon written request by Assignee, Assignor hereby further agrees that Assignor will sign all lawful papers, execute such documents, make all lawful oaths and otherwise provide reasonable assistance to aid Assignee and its successors, assigns and nominees to enforce the Trademark in the United States of America.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

This Trademark Assignment may be signed in counterparts, each of which will be deemed to be an original.

DriveTime Sales and Finance Company, LLC.

By: 

Jon Ehlinger, Secretary

Carvana, LLC

By: 

Printed Name: Jon Ehlinger

Title: Secretary

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