

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320121

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMERICAN EXPEDITION VEHICLES, INC.		10/01/2014	CORPORATION:
RECEIVING PARTY DATA			
Name:	STREETCAR ORV, LLC		
Street Address:	1164 Ladd Road		
City:	Commerce Township		
State/Country:	MICHIGAN		
Postal Code:	48390		
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3691651		
CORRESPONDENCE DATA			
Fax Number:			
<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:	248-380-9300		
Email:	quinnlawgroup@ipwatch.com		
Correspondent Name:	Quinn Law Group		
Address Line 1:	39555 Orchard Hill Place Ste 520		
Address Line 4:	Novi, MICHIGAN 48375		
NAME OF SUBMITTER:	Sean Collin		
SIGNATURE:	/Sean Collin/		
DATE SIGNED:	10/15/2014		
Total Attachments: 2			
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OP \$40.00 3691651

TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (hereinafter "Agreement"), effective upon the date of the last signatory to the Agreement ("the Effective Date"), is entered into by and between StreetCar ORV, LLC, having a principal place of business at 1164 Ladd Road, Commerce Township, MI, 48390 ("StreetCar") and American Expedition Vehicles, Inc., having a principal place of business at P.O. Box 621 Missoula, Montana 59806 ("AEV"). In this Agreement, each of StreetCar and AEV are sometimes referred to as a "Party" and together as the "Parties."

RECITALS

WHEREAS, this Agreement establishes a cooperative agreement between the Parties in connection with the transfer of ownership of United States Trademark Serial No. 77628043 / United States Trademark Registration No. 3691651 from AEV to StreetCar.

WHEREAS, AEV is the current recorded owner of all rights in the United States Trademark Serial No. 77628043 / United States Trademark Registration No. 3691651 for the following Bison Design mark



; and

WHEREAS, StreetCar is to acquire the entirety of rights, title, interest, and goodwill associated with in United States Trademark Serial No. 77628043 / United States Trademark Registration No. 3691651 for the Bison Design mark pursuant to the 2006 Operating Agreement (Exhibit A), which governs the ownership of Intellectual Property between the Parties.

In consideration of the promises set out herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Assignment.** AEV does hereby assign to StreetCar all rights, title, interest, and goodwill in and to United States Trademark Serial No. 77628043 / United States Trademark Registration No.



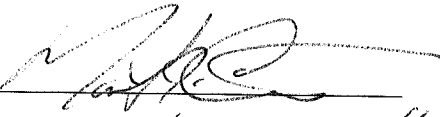
3691651 for the following Bison Design mark ;

2. **Representations and Warranties.** AEV represents and warrants to StreetCar:
 - a. AEV has the right, power, and authority to enter into this Agreement;
 - b. AEV is not subject to any agreement, judgment, or order inconsistent with the terms of this Agreement.
 - c. AEV has the right to enter into this Agreement and perform, in full, all of the terms hereunder, without restriction.

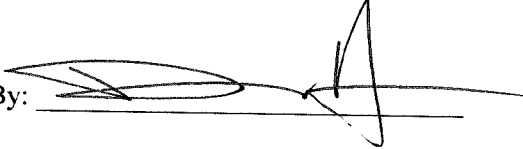
3. **Entire Agreement.** This Agreement incorporates by reference all material terms of the 2006 Operating Agreement (Exhibit A). This agreement thereby contains the entire understanding and agreement between the Parties. This Agreement in conjunction with the 2006 Operating Agreement (Exhibit A) supersede all other agreements, either oral or in writing, with regard to the subject matter hereof.
4. **Amendment.** This Agreement may not be amended, modified or canceled except by written agreement of both Parties hereto.
5. **Severability.** If any term, provision, covenant, or condition of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement shall remain in full force and effect.
6. **Agreement to Perform Necessary Acts.** AEV agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement and to otherwise perfect StreetCar's legal rights.
7. **Governing Law.** This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the United States and the State of Michigan.
8. **Signatories.** The signatories executing below represent that they have the authority to bind the entities for which they sign.

IN WITNESS THEREOF, the Parties agree to the foregoing and have caused this Agreement to be executed by their duly authorized representatives.

StreetCar ORV, LLC

By: 
Name: Michael A. Collins
Title: Manager
Dated: 10/1/14

American Expedition Vehicles, Inc.

By: 
Name: DAVE HARRINGTON
Title: PRESIDENT
Dated: 10/1/14