

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324882

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KIP Prah Associates, LLC		08/15/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Search Optics, LLC		
Street Address:	1938 Burdette Street		
City:	Ferndale		
State/Country:	MICHIGAN		
Postal Code:	48220		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2962043	BUILD YOUR CAR, NAME YOUR PRICE!	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie S. Kann, Senior Paralegal		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	89969-00002		
NAME OF SUBMITTER:	Stephanie S. Kann		
SIGNATURE:	/stephanie s. kann/		
DATE SIGNED:	12/03/2014		
Total Attachments: 4			
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TRADEMARK

TRADEMARK ASSIGNMENT

This Trademark Assignment is made and entered into by and between KIP PRAHL ASSOCIATES, LLC, a Delaware limited liability company ("Assignor"), located at 1380 Forest Park Circle, Suite 140, Lafayette, Colorado 80026 and SEARCH OPTICS, LLC, a Delaware limited liability company ("Assignee"), located at 1938 Burdette Street, Ferndale, Michigan 48220 effective as of August 15, 2014.

WHEREAS, Assignor and Assignee have entered into an Asset Transfer Agreement pursuant to which Assignor has agreed to transfer certain assets and liabilities to Assignee (the "Transfer Agreement"), including the portion of the business to which the Trademarks pertain;

WHEREAS, Assignor is the owner of the mark and the U.S. trademark registration identified in Schedule A (the "Trademark") and desires to assign the Trademark to Assignee; and

WHEREAS, Assignee desires to accept all of Assignor's right, title and interest in and to the Trademark.

NOW, THEREFORE, for the consideration stated in the Transfer Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Trademark, and any and all rights therein provided by international conventions and treaties, together with the goodwill of the business with which the Trademark is used and that is symbolized by the Trademark, to the extent that such rights and goodwill exist, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives as fully and entirely as the same would have been enjoyed by Assignor if this Trademark Assignment had not been made (together, the "Assigned Rights").

2. Assignor further agrees to cooperate with the Assignee to take all actions and execute all documents necessary or desirable to perfect the interest of Assignee in and to the Assigned Rights, and shall not enter into any agreement in conflict with this Trademark Assignment.

3. This Trademark Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Assignment by electronic mail or facsimile shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.

4. No provision of this Trademark Assignment may be amended or modified except by a written instrument signed by the parties hereto.

5. This Agreement and any disputes or controversies arising hereunder shall be construed and enforced in accordance with, and governed by the internal laws of, the State of California without giving effect to the conflicts of laws principles thereof that would apply the laws of any other jurisdiction.

IN WITNESS WHEREOF, each of the parties has caused this Trademark Assignment to be executed as of the date first written above by a duly authorized officer.

ASSIGNOR:

KIP PRAHL ASSOCIATES, LLC

By: _____
Name: **Kathryn** Digitally signed by Kathryn Carlson
Title: **Carlson** DN: cn=Kathryn Carlson, o=KPA, LLC, ou=Vice President, Marketing, email=kcarlson@msn.com, c=US
Date: 2014.11.24 13:48:36 -07'00'

ASSIGNEE:

SEARCH OPTICS, LLC

By: _____
Name: _____
Title: _____
DocuSigned by:
Dennis Fuller
4C00E4B884504B2...
Dennis Fuller
CFO

Signature Page to the Instrument of Assignment – Trademarks

SCHEDULE A**U.S. Trademark**

Trademark	Serial/Registration No.	Filing/Registration Date	Status	Owner
BUILD YOUR CAR, NAME YOUR PRICE!	Serial No. 78/272,313 Reg. No. 2,962,043	Filing Date 7/9/2003 Reg. Date 6/14/2005	Registered	KIP Prahl Associates, LLC