

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM325564

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Desert European Motorcars, LTc.		08/12/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Indigo European Motorcars, LLC		
Street Address:	71-387 Highway 111		
City:	Rancho Mirage		
State/Country:	CALIFORNIA		
Postal Code:	92270		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3471058	DESERT EUROPEAN MOTORCARS	
CORRESPONDENCE DATA			
Fax Number:	9516863083		
<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:	951.826.8369		
Email:	randi.walseth@bbklaw.com		
Correspondent Name:	Randi Walseth		
Address Line 1:	3390 University Avenue, Fifth Floor		
Address Line 4:	Riverside, CALIFORNIA 92501		
ATTORNEY DOCKET NUMBER:	77370.12		
NAME OF SUBMITTER:	Randi Walseth		
SIGNATURE:	/Randi Walseth/		
DATE SIGNED:	12/09/2014		
Total Attachments: 4			
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OP \$40.00 3471058

BILL OF SALE AND GENERAL ASSIGNMENT

THIS BILL OF SALE AND GENERAL ASSIGNMENT (the "Bill of Sale") is executed as of the 12th day of August, 2013, by DESEK EUROPEAN MOTORCARS, LTD., a California corporation (the "Seller"), in favor of INDIGO EUROPEAN MOTORCARS, LLC, a Delaware limited liability company (the "Purchaser").

This Bill of Sale is executed and delivered pursuant to that certain Asset Purchase Agreement dated May 3, 2013 (the "Agreement") by and among Seller, Purchaser and others, concerning certain assets of the Seller's Rolls Royce Motor Cars Limited, Bentley Motors Limited, Maserati North America, Inc., Aston-Martin The Americas, Jaguar North America, LLC, Land Rover North America, LLC, Porsche Cars North America, Inc., Audi of America, and Lotus Cars dealerships (the "Business") located at 71-387, 71-383, 71-277, and 71-265 Highway 111, Rancho Mirage, California 92270 ("Business Premises"). Capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Agreement.

KNOW ALL MEN BY THESE PRESENTS:

1. CONVEYANCE. Pursuant to the Agreement and in consideration of the receipt of Ten Dollars (\$10.00) in hand paid by the Purchaser to the Seller, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller hereby sells, transfers, sets over and assigns to the Purchaser all Seller's right, title and interest in and to the assets described in Exhibit A attached hereto and made a part hereof (collectively, the "Purchased Assets"), to have and to hold the same unto the Purchaser forever, free and clear of all liens and encumbrances.
2. WARRANTY OF TITLE. The Seller warrants that it possesses good title to the Purchased Assets described in this Bill of Sale, free and clear of any and all liens, security interests or encumbrances whatsoever, and the Seller covenants and agrees to defend the title vested in the Purchaser under this Bill of Sale.
3. FURTHER ASSURANCES. The Seller agrees that, at any time and from time to time after the Effective Date, it will upon request of the Purchaser and at the Purchaser's sole cost, duly execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, bills of sale, assignments, transfers, powers of attorney or assurances as may be reasonably required to assign, transfer, convey and confirm to the Purchaser title to any of the Purchased Assets.
4. BINDING EFFECT. The terms, covenants and agreements herein contained shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.
5. EFFECTIVE DATE. This Bill of Sale shall be effective as of 12:01 a.m., August 12, 2013 (the "Effective Date").

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be signed and sealed by its duly authorized representative on the date first set forth above.

(Signatures Begin on Following Page)

WITNESSES:

Joseph F. Barberich
Print Name: Joseph F. Barberich

Alan Harg
Print Name: Alan Harg

SELLER:

DESERT EUROPEAN MOTORCARS, LTD.

By: David Murphy
David Murphy
President

EXHIBIT A

- * all of the furniture, fixtures, signs, product marketing displays, office equipment and computers, machinery and shop equipment, parts equipment, lifts, compressors, company vehicles (excluding leased vehicles), special tools, and other items of tangible personal property owned and used by the Seller in the operation of the Business, including, but not necessarily limited to, those items listed on Schedule 1, attached hereto;
- * the New Vehicles, EM Vehicles, Aged New Vehicles, Service Loaner Vehicles and Demonstrator Vehicles listed on Schedule 2, attached hereto;
- * the Seller's rights and privileges under the Assumed Contracts;
- * all of the Seller's inventory of Manufacturer Parts, Other Inventories and Obsolete Parts, as summarized on Schedule 3, attached hereto and the Seller's return privileges therefor;
- * the Seller's Work in Process listed on Schedule 4, attached hereto;
- * the Used Vehicles listed on Schedule 5, attached hereto;
- * all rights and privileges of the Seller under any and all Assumed Liabilities;
- * the Seller's return privileges, if any, concerning the Manufacturer Parts;
- * Seller's assignable rights to its email addresses, PO Boxes and telephone and facsimile numbers (local and toll free) listed on Schedule 6, attached hereto;
- * to the extent transferable, all Licenses;
- * all of the Seller's Records;
- * all claims of the Seller against third parties relating to the Purchased Assets, whether choate or inchoate, known or unknown, contingent or non-contingent;
- * all insurance benefits, including rights and proceeds, arising from or relating to the Purchased Assets or the Assumed Liabilities prior to the Effective Date, unless expended in accordance with the Agreement;
- * all of Seller's deposits and prepaid expenses, claims for refunds and rights to offset in respect thereof, each of which relates to an Assumed Liability and are not otherwise an Excluded Asset;
- * any rights relating to or arising out of or under any express or implied warranties from suppliers with respect to the Purchased Assets;
- * all assignable rights of the Seller arising under any non-compete or restrictive covenant agreements between the Seller and its employees, current or former;
- * to the extent transferrable and approved by the City of Rancho Mirage and other applicable Governmental Authorities, all rights of the Seller under that certain Operating Covenant among the City of Rancho Mirage, the Rancho Mirage Development Agency, and Desert European Motorcars, Ltd., dated on or about November 2006 (the "Operating Covenant"); and

- * all Intangible Property relating to the Business, including all assignable franchisee rights under the Manufacturer's dealer sales and service agreements, all uniform resource locators utilized by the Business, including "deserteuropcam.com" and those reflected on Schedule 7, trademarks, social media sites and accounts (including without limitation LinkedIn®, Facebook®, Twitter®, and MySpace®), and all other assets, rights and properties of the Seller whatsoever, excluding the Excluded Assets.