

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332067

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ShowWheels, Inc.		01/12/2015	CORPORATION:
RECEIVING PARTY DATA			
Name:	Show Wheels USA, Inc.		
Street Address:	2711 Centerville Road		
Internal Address:	Suite 400		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3700633	SHOWWHEELS	
CORRESPONDENCE DATA			
Fax Number:	2136296001		
<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:	2136296022		
Email:	eideta@nixonpeabody.com		
Correspondent Name:	Eric R. Ideta		
Address Line 1:	555 West Fifth St.		
Address Line 2:	47th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90013		
NAME OF SUBMITTER:	Eric R. Ideta		
SIGNATURE:	/Eric R. Ideta/		
DATE SIGNED:	02/12/2015		
Total Attachments: 3			
source=Showwheels Trademark Assignment & Assumption (Executed)#page1.tif			
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source=Showwheels Trademark Certificate#page1.tif			

OP \$40.00 3700633

ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Assignment and Assumption Agreement"), dated as of January 12, 2015, by and between Show Wheels USA, Inc., a Delaware corporation (the "Purchaser"), and ShowWheels, Inc., a California corporation (the "Seller").

WHEREAS, the Purchaser and the Seller have entered into that certain Asset Purchase Agreement (the "APA"), dated as of the date hereof, pursuant to which, among other things, the Seller agreed to sell, transfer and assign the Purchased Assets to the Purchaser and the Purchaser agreed to the assumption of certain Assumed Liabilities;

WHEREAS, as a condition to consummation of the transactions contemplated by the APA, the parties have agreed to enter into and deliver this Assignment and Assumption Agreement at the Closing; and

WHEREAS, each capitalized term defined in the APA and not otherwise defined herein shall have the meaning ascribed thereto in the APA when used herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

1. Assignment. In accordance with and subject to the terms of the APA, the Seller hereby sells, assigns, transfers and conveys to the Purchaser, to the extent that such are legally assignable, all of the Seller's right, title and interest in, under and to the Purchased Assets.
2. Acceptance and Assumption. In accordance with and subject to the terms of the APA, the Purchaser hereby (i) purchases and accepts the assignment, transfer and conveyance, to the extent that such are legally assignable, of the Seller's right, title and interests in, under and to the Purchased Assets; and (ii) assumes, undertakes and agrees to pay, satisfy, perform or discharge in accordance with the terms thereof all of the Assumed Liabilities; provided, however, that the Purchaser does not and shall not assume or have any responsibility with respect to any Excluded Liability.
3. Terms of the Asset Purchase Agreement. The terms of the APA, including but not limited to the Seller's representations, warranties, covenants, agreements and indemnities relating to the Purchased Assets, are incorporated herein by this reference. The Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the APA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern.
4. Miscellaneous. This Assignment and Assumption Agreement shall be governed by and construed in accordance with the law of the State of California, without regard to the conflicts of law rules of such state. This Assignment and Assumption Agreement may be signed in any number of counterparts (including by facsimile or in .PDF format), each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment and Assumption Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

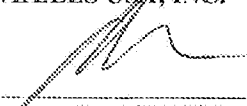
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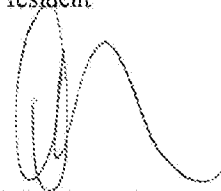


IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

PURCHASER:

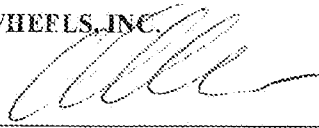
SHOW WHEELS USA, INC.

By: 
Name: BRUCE MORRISON
Title: President

By: 
Name: DARREN BEALE
Title: Vice President

SELLER:

SHOWWHEELS, INC.

By: 
Name: CHRISTOPHER MORRIS
Title: President

United States of America
United States Patent and Trademark Office

showwheels

Reg. No. 3,700,633 SHOWWHEELS, INC. (CALIFORNIA CORPORATION)
Registered Oct. 27, 2009 5000 BIRCH STREET, SUITE 410
NEWPORT BEACH, CA 92660

Int. Cl.: 12 FOR: AUTOMOTIVE VEHICLE WHEELS, IN CLASS 12 (U.S. CLS. 19, 21, 23, 31, 35 AND 44).

TRADEMARK FIRST USE 11-30-2003; IN COMMERCE 1-31-2004.
PRINCIPAL REGISTER

THE MARK CONSISTS OF THE TEXT "SHOWWHEELS" IN A STYLIZED TEXT.

SER. NO. 76-695,919, FILED 2-23-2009.

HOWARD B. LEVINE, EXAMINING ATTORNEY



David J. Kyjnos

Director of the United States Patent and Trademark Office