

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

09/25/2015
 900338813

ETAS ID: TM356318

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ENTITY CONVERSION

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BUGGIES UNLIMITED, LLC	FORMERLY Kentucky	07/31/2008	Limited Liability Company Kentucky

RECEIVING PARTY DATA

Name:	Nivel parts & Manufacturing Co., LLC
Doing Business As:	
Street Address:	3510 port jacksonville parkway
City:	Jacksonville
State/Country:	FLORIDA
Postal Code:	32226
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2509423	BUGGIES UNLIMITED
Registration Number:	3464310	BU BUGGIES UNLIMITED
Registration Number:	3464311	BU BUGGIES UNLIMITED
Registration Number:	4206859	WHERE THE CART IS JUST THE START
Serial Number:	78751492	WHERE THE CART IS JUST THE START

CORRESPONDENCE DATA

Fax Number: 8453626111
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.
Phone: 8453626100
Email: jweiss@weissarons.com
Correspondent Name: Joel Weiss
Address Line 1: 1540 Route 202
Address Line 2: Suite 8
Address Line 4: Pomona, NEW YORK 10970

ATTORNEY DOCKET NUMBER:	140-001
NAME OF SUBMITTER:	JOEL WEISS
SIGNATURE:	/JOEL WEISS/

OP \$140.00 2509423

DATE SIGNED:

09/25/2015

Total Attachments: 10

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AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
BUGGIES UNLIMITED, LLC

This Amended and Restated Limited Liability Company Agreement (this "Agreement") of Buggies Unlimited, LLC, a Kentucky limited liability company, (the "Company") is made effective as of July 31, 2008, by Nivel Parts & Manufacturing Co., LLC, a Delaware limited liability company (the "Sole Member"), and together with any party hereafter admitted as a member of the Company in accordance with the terms hereof, the "Members"). This Agreement supersedes and amends the limited liability company operating agreement previously in effect concerning the Company.

WHEREAS, the parties hereto desire to provide for certain agreements governing the business and affairs of the Company as set forth herein; and

intending to be legally bound, the Members hereby agree as follows:

1. Formation of the Company. The Company was formed on December 27, 2007, upon the execution and filing of a certificate of formation with the Secretary of State of the Commonwealth of Kentucky in accordance with the provisions of the Kentucky Revised Statutes Chapter 275, as amended (the "Act").
2. Term. The Company will have perpetual existence unless terminated in accordance with this Agreement.
3. Name. The name of the Company will be "Buggies Unlimited, LLC" or such other name as may be determined from time to time by the Members.
4. Purpose; Powers. The Company is organized for the object and purpose of engaging in all such lawful transactions and business activities as may be determined from time to time by the Members. The Company will have any and all powers necessary or desirable to carry out the purposes and business of the Company, to the extent the same may be lawfully exercised by limited liability companies under the Act.
5. Registered Office and Agent. The registered office of the Company in the Commonwealth of Kentucky is Kentucky Home Life Building, Louisville, Jefferson County, Kentucky 40202. The registered agent of the Company for service of process at such address is CT Corporation System. The registered office and/or registered agent of the Company may be changed from time to time in the discretion of the Members.
6. Members. The name of the Sole Member of the Company is Nivel Parts & Manufacturing Co., LLC. The Schedule of Members attached hereto shall be amended to reflect the future admission of each additional Member.

7. Management.

(i) Except as otherwise required by the Act, the business and affairs of the Company shall be managed by or under the direction of the Sole Member. The Sole Member shall only exercise the powers granted to it by this Agreement. With the exception of the Sole Member and the Officers appointed pursuant to Section 8, no Member, in his or its capacity as a Member, shall have any power to act for, sign for or do any act that would bind the Company. The Sole Member shall devote such time and effort to the affairs of the Company as they may deem appropriate for the oversight of the management and affairs of the Company.

(ii) The Sole Member shall have the power and authority to delegate to one or more other Persons the Sole Member's rights and powers to manage and control the business and affairs of the Company, including to delegate to agents and employees of a Member or the Company (including Officers) and to delegate by a written agreement with, or otherwise to, other Persons. The Sole Member may authorize any Person (including, without limitation, any Member or Officer) to enter into and perform under any document on behalf of the Company.

(iii) The Sole Member may, from time to time, designate one or more committees. Any such committee, to the extent provided in the enabling resolution and until dissolved by the Sole Member, shall have and may exercise any or all of the authority of the Sole Member. At every meeting of any such committee, the presence of a majority of all the representatives thereof shall constitute a quorum, and the affirmative vote of a majority of the representatives present shall be necessary for the adoption of any resolution. The Sole Member may dissolve any committee at any time.

8. Designation of Officers.

(i) The Members may elect officers of the Company, including a President, Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, a Secretary, one or more Assistant Secretaries, a Treasurer, one or more Assistant Treasurers and such other officers and assistant officers (including, without limitation, one or more Vice Presidents) as the Members may determine ("Officers"). No Officer need be a resident of the Commonwealth of Kentucky or a Member. The Members may use descriptive words or phrases to designate the standing, seniority or area of special competence of the Officers appointed and unless otherwise designated by the Members, Officers shall have the customary power and authority of persons with like positions at similarly sized companies. Any number of offices may be held by the same person. All Officers as between themselves and the Company shall have such authority and perform such duties in the management of the Company or as the Members may from time to time determine, and may act on behalf of the Company in the manner and regarding such matters or as may be authorized by the Members. From time to time the Members may establish, increase, eliminate, reduce or otherwise modify responsibilities of the Officers of the Company or may create or eliminate offices as the Members may consider appropriate.

(ii) The salaries or other compensation, if any, of the Officers of the Company shall be fixed from time to time by the Members. Each Officer elected by the Members shall serve until his or her successor is duly appointed or, if earlier, until his or her death, resignation or removal in the manner provided herein. A vacancy in any office because of death, resignation, removal, or any other cause shall be filled by the Members.

(iii) Any Officer may resign at any time by so notifying the Members and the Secretary (if any) in writing. Such resignation shall take effect upon receipt of such notice or at such later time as is therein specified, and unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective. Any Officer elected by the Members may be removed with or without cause by the Members, but such removal shall be without prejudice to the contract rights, if any, of the Officer so removed. The election of a person as an Officer shall not of itself create a right to continued employment with the Company.

9. Contributions. The Sole Member may, but shall not be required to, make additional contributions to the capital of the Company; provided, that, no additional contributions to the capital of the Company shall be made without the written consent of the Members. The Members shall maintain the Schedule of Members and amend it as necessary to reflect any capital contribution made by the Members. Persons or entities hereafter admitted as Members of the Company shall make such contributions of cash, property or services to the Company as shall be determined by the Members at the time of each such admission.

10. Unit Certificates. All Units shall be represented by certificates. Each such certificate shall be signed by an officer of the Company, certifying the number of Units owned by the holder of such Units. For the purposes hereof, "Unit" means an interest of a Member in the Company representing a fractional part of the interests of all Members and having the rights and obligations specified with respect to such Units in this Agreement. As of the date hereof, the Company has only One Hundred (100) Units outstanding, all of which are owned by Nivel Parts & Manufacturing Co., LLC.

11. Securities under Article 8. For the purposes of Article 8 in any Uniform Commercial Code, each interest in the Company as evidenced by a certificate shall be deemed to be a "security", as such term is defined in Section 8-102 of Article 8 in any Uniform Commercial Code, and shall be governed by Article 8 in any Uniform Commercial Code.

12. Disregarded Entity. The Company will be disregarded as an entity for tax purposes.

13. Distributions. Distributions of cash or other assets of the Company shall be made at such times and in such amounts as the Members may determine. Distributions shall be made to Members pro rata in accordance with the number of outstanding Units held by each Member immediately prior to a distribution.

14. Assignments. A Member may assign all or any portion of its Units only (i) with the consent of the remaining Members (if any), which consent may be given or withheld in each such Member's sole discretion, and (ii) upon such assignee's agreement in writing to be bound

by the terms hereof. Upon any such permitted assignment, the assignee will be admitted to the Company as a substitute Member.

15. Dissolution. The Company will be dissolved and its affairs will be wound up and terminated only upon (i) the affirmative vote of each of the Members or (ii) an administrative dissolution or the entry of a decree of judicial dissolution under the Act. Upon dissolution, the Company will be liquidated in an orderly manner by the Members.

16. Limitation on Liability. The debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member or Officer of the Company shall be obligated personally for any such debt, obligation or liabilities of the Company solely by reason of being a Member or Officer.

17. Amendments to Agreement. The terms and provisions of this Agreement may be modified or amended, or amended and restated, and new Members may be admitted to the Company, at any time and from time to time with the written consent of the Members.

18. Governing Law. This Agreement will be governed by, and construed in accordance with, the internal laws (and not the laws of conflicts) of the Commonwealth of Kentucky.

19. Exculpation and Indemnification.

(i) Exculpation. No duly appointed Officer shall be liable to any other officer, manager, the Company or to any Member for any loss suffered by the Company unless such loss is caused by such Person's gross negligence, willful misconduct, violation of law or material breach of this Agreement. The Officers shall not be liable for errors in judgment or for any acts or omissions that do not constitute gross negligence, willful misconduct, violation of law or material breach of this Agreement. Any Officer may consult with counsel and accountants in respect of the Company's affairs, and provided such Person acts in good faith reliance upon the advice or opinion of such counsel or accountants, such Person shall not be liable for any loss suffered by the Company in reliance thereon.

(ii) Right to Indemnification. Subject to the limitations and conditions as provided in this Section 19, each Person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or arbitrative (a "Proceeding"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that he or she, or a Person of whom he or she is the legal representative, is or was a Member, manager or Officer of the Company, or while a Member, manager or Officer of the Company is or was serving at the request of the Company as a manager, director, Officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise shall be indemnified by the Company to the fullest extent permitted by

the Act, as the same exist or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than said law permitted the Company to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including attorneys' fees) actually incurred by such Person in connection with such Proceeding, and indemnification under this Section 19 shall continue as to a Person who has ceased to serve in the capacity which initially entitled such Person to indemnity hereunder. The rights granted pursuant to this Section 19 shall be deemed contract rights, and no amendment, modification or repeal of this Section 19 shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings arising prior to any amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this Section 19 could involve indemnification for negligence or under theories of strict liability.

(iii) Advance Payment. Reasonable expenses incurred by a Person of the type entitled to be indemnified under Section 19 who was, is or is threatened to be made a named defendant or respondent in a Proceeding shall be paid by the Company in advance of the final disposition of the Proceeding upon receipt of an undertaking by or on behalf of such Person to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Company.

(iv) Indemnification of Employees and Agents. The Company may, by adoption of a resolution of the Members, indemnify and advance expenses to an employee or agent of the Company to the same extent and subject to the same conditions under which it may indemnify and advance expenses to Persons who are not or were not managers or Officers of the Company but who are or were serving at the request of the Company as a manager, director, Officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a Person to the same extent that it may indemnify and advance expenses under this Section 19.

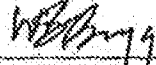
(v) Appearance as a Witness. Notwithstanding any other provision of this Section 19, the Company shall pay or reimburse reasonable out-of-pocket expenses incurred by a manager or Officer of the Company in connection with his appearance as a witness or other participation in a Proceeding at a time when he is not a named defendant or respondent in the Proceeding.

(vi) Nonsclusivity of Rights. The right to indemnification and the advancement and payment of expenses conferred in this Section 19 shall not be exclusive of any other right which a manager, Officer or other Person indemnified pursuant to Section 19 may have or hereafter acquire under any law (common or statutory), provision of the Certificate of Formation of the Company or this Agreement, agreement, vote of unitholders or disinterested managers or otherwise.

* * * * *

IN WITNESS WHEREOF, the undersigned has duly executed this Amended and Restated Limited Liability Company Agreement as of the day first above written.

NIVEL PARTS & MANUFACTURING
CO., LLC

By: 
Name: William Bugg
Title: President & CEO

SCHEDULE OF MEMBERS

Nivel Parts & Manufacturing Co., LLC 100 Units

ELDS01 JST 2346143

0681829.06 dcornish
DIS
Alison Lundergan Grimes
Kentucky Secretary of State
Received and Filed:
8/1/2012 12:09 PM
Fes Receipt: \$40.00



COMMONWEALTH OF KENTUCKY
ALISON LUNDERGAN GRIMES, SECRETARY OF STATE

Division of Business Filings
Business Filings
PO Box 718
Frankfort, KY 40602
(502) 564-3490
www.sos.ky.gov

Articles of Dissolution LLD
Limited Liability Company

This form may be used for filing articles of dissolution for a limited liability company (LLC), nonprofit LLC or professional service LLC.

Please note: Filing this form with the Office of the Secretary of State does not ensure the dissolution of the business entity is complete. Filers are encouraged to seek the advice of a professional prior to filing Articles of Dissolution.

Pursuant to the provisions of KRS 14A and KRS 275.315, the undersigned limited liability company executes the following articles of dissolution:

Article I: The name of the limited liability company is BUGGIES UNLIMITED, LLC
(The name must be identical to the name on record with the Secretary of State.)

Article II: This dissolution is pursuant to KRS 275.285.

Article III: The effective date is Jan 1, 2012 which shall be a date certain of the dissolution.

Article IV: Additional information, if applicable, that the member(s) or manager(s) filing deem proper:

Article V: The individual signing these articles of dissolution is a: (check only one)

Member
 Manager

Article VI: This application will be effective upon filing, unless a delayed effective date and/or time is provided. The effective date or the delayed effective date cannot be prior to the date the application is filed. The date and/or time is _____
(Delayed effective date and/or time)

I/We declare under penalty of perjury under the laws of the state of Kentucky that the foregoing is true and correct.

[Signature] ALINA ALVAREZ Manager 7-26-12
Signature of Member or Manager Printed Name Title Date

(01/12)

BUGGIES UNLIMITED, LLC

General Information

Organization Number 0581829
Name BUGGIES UNLIMITED, LLC
Profit or Non-Profit P - Profit
Company Type KLC - Kentucky Limited Liability Company
Status I - Inactive
Standing G - Good
State KY
File Date 12/27/2007
Organization Date 12/27/2007
Last Annual Report 7/17/2012
Principal Office 3510-1 PORT JAX PKWY
 JACKSONVILLE, FL 32226
Managed By Members
Registered Agent CSC-LAWYER'S INC SERVICE CO.
 421 WEST MAIN ST
 FRANKFORT, KY 40601

Current Officers

Member [Alina Alvarez](#)

Individuals / Entities listed at time of formation

Organizer [JAMES M MOONEY](#)

Images available online

Documents filed with the Office of the Secretary of State on September 15, 2004 or thereafter are available as scanned images or PDF documents. Documents filed prior to September 15, 2004 will become available as the images are created.

Dissolution	8/1/2012	1 page	tiff	PDF
Annual Report	7/17/2012	1 page	PDF	
Reinstatement Certificate of Existence	1/9/2012 1:14:43 PM	2 pages	PDF	
Reinstatement	1/9/2012	2 pages	tiff	PDF
Registered Agent name/address change	1/9/2012	1 page	tiff	PDF
Principal Office Address Change	1/9/2012	1 page	tiff	PDF
Administrative Dissolution Return	9/22/2011	1 page	tiff	PDF
Administrative Dissolution	9/10/2011	1 page	PDF	
Sixty Day Notice Return	7/19/2011	2 pages	tiff	PDF
Annual Report Return	4/13/2011	2 pages	tiff	PDF
Annual Report	5/20/2010	1 page	PDF	
Annual Report	3/27/2009	1 page	PDF	
Annual Report	7/17/2008	1 page	PDF	

Articles of Organization (LLC) 12/27/2007

2 pages

tiff

PDF

Assumed Names

Activity History

Filing	File Date	Effective Date	Org. Referenced
Dissolution	8/1/2012 12:09:03 PM	8/1/2012	
Annual report	7/17/2012 10:08:37 AM	7/17/2012 10:08:37 AM	
Principal office change	1/9/2012 1:18:18 PM	1/9/2012	
Registered agent address change	1/9/2012 1:17:30 PM	1/9/2012	
Reinstatement	1/9/2012 1:14:39 PM	1/9/2012	
Application For Reinstatement	10/28/2011 1:34:15 PM	10/28/2011	
Admin Dis. A. report not in	9/10/2011	9/10/2011	
Annual report	5/20/2010 11:27:42 AM	5/20/2010 11:27:42 AM	
Annual report	3/27/2009 9:17:59 AM	3/27/2009 9:17:59 AM	
Annual report	7/17/2008 5:20:31 PM	7/17/2008 5:20:31 PM	
Add	12/27/2007 4:15:33 PM	12/27/2007	

Microfilmed Images

TRADEMARK