

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373405

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jeffrey Hirsch		02/16/2016	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	RevZilla Motorsports, LLC		
Street Address:	4020 S. 26th Street		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19112		
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3813221	COMOTO	
CORRESPONDENCE DATA			
Fax Number:	6023826070		
<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:	602 382-6562		
Email:	pdemello@swlaw.com		
Correspondent Name:	Jacob Jones, SNELL & WILMER L.L.P.		
Address Line 1:	400 E. Van Buren		
Address Line 4:	Phoenix, ARIZONA 85004-2202		
ATTORNEY DOCKET NUMBER:	61002.00004		
NAME OF SUBMITTER:	Jacob Jones		
SIGNATURE:	/Jacob Jones/		
DATE SIGNED:	02/16/2016		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Assignment") is made as of February 16, 2016 (the "Effective Date") by Jeffrey Hirsch, an individual ("Assignor"), located at 705 E. Whitney Ct. Eagle, Id 83616, to and for the benefit of RevZilla Motorsports, LLC, a Pennsylvania limited liability company ("Assignee"), located at 4020 S. 26th Street, Philadelphia, Pennsylvania, 19112. Assignor and Assignee are collectively referred to as the "Parties."

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment of Mark. Effective as of the Effective Date, Assignor does hereby sell, transfer, convey, assign, and deliver to Assignee, and Assignee hereby accepts from Assignor -- free and clear of any and all security interests, liens, or adverse claims -- all right, title, and interest in and to the United States trademark registration listed in Exhibit A hereto (the "Mark"), together with the goodwill of the Mark, the goodwill of Assignor's business symbolized by the Mark, and all common-law rights in and to the Mark, including the rights to sue for all past and future causes of action related to the Mark. Notwithstanding the foregoing assignment, Assignor retains and does not sell, transfer, convey, assign, or deliver to Assignee any of Assignor's patent rights. The Parties agree, understand, and affirm that such patent rights do not relate to the goodwill of the Mark or the goodwill of Assignor's business symbolized by the Mark.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any other national, federal, and state governmental authority whose duty it is to register or issue the Mark, to record and register this Assignment upon request by Assignee. Assignor shall, without additional consideration, take such further actions and execute promptly any and all documents as are necessary to effect and record the assignments contemplated hereby, including any actions or documents required by any applicable registrar or governmental body to document the assignments contemplated hereby or as may be necessary to protect, secure, and vest good, valid, and marketable title to the Mark and related rights in Assignee.

3. Assignor Representations and Warranties. Assignor hereby represents and warrants to Assignee and its successors and assigns that Assignor is the sole and lawful owner of the rights in and to the Mark, and that it has good right to transfer the same to Assignee. Without limiting the foregoing, Assignor hereby represents and warrants to Assignee and its successors and assigns that all required filings and fees related to the Mark have been timely filed with and paid to the relevant governmental authorities and authorized registrars. Assignor further represents and warrants that the Mark is in good standing.

4. No Further Right of Assignor. Assignor acknowledges and agrees that Assignor retains no right to use the Mark, in whole or in part, except for the benefit of Assignee and at the Assignee's request; all decisions concerning the use of the Mark are at Assignee's sole discretion.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT A

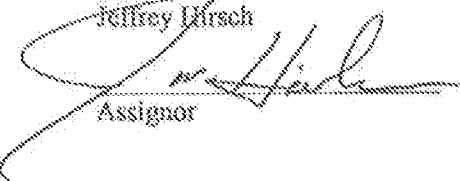
U.S. Trademark Registration Number: 3,813,221

Registration Date: July 6, 2010

Word Mark: **COMOTO**


Goods and Services: International Class 12; Electric motorcycles

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment as of the date first above written.

Jeffrey Hirsch

Assignor

AGREED TO AND ACCEPTED:

RevZilla Motorsports, LLC

By 

Name: David Price

Title: Chief Financial Officer

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