

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391448

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Limo Anywhere, Inc.		11/02/2011	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	LA Acquisition Sub, LLC		
Street Address:	134 West 37th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4015731	LIMO ANYWHERE	
Registration Number:	4196704	DRIVERANYWHERE	
CORRESPONDENCE DATA			
Fax Number:	3032607712		
<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:	3032607712		
Email:	ip@akerman.com		
Correspondent Name:	Shelley B. Mixon		
Address Line 1:	1400 Wewatta Street, Suite 500		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	Shelley B. Mixon		
SIGNATURE:	/sbm/		
DATE SIGNED:	07/14/2016		
Total Attachments: 6			
source=Executed Assignment Limo Anywhere, Inc. to LA Acquisition Sub#page1.tif			
source=Executed Assignment Limo Anywhere, Inc. to LA Acquisition Sub#page2.tif			
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Agreement"), dated the 2nd day of November, 2011, is made and entered by and among Limo Anywhere, Inc., a Texas corporation, Max Paltsev, and Arthur Veytsman, (each, an "Assignor" and collectively, the "Assignors") and LA Acquisition Sub, LLC, a Delaware limited liability company ("Assignee") (collectively, the "Parties").

WHEREAS, at least one Assignor is the owner of all right, title, and interest in, to and under the trademarks identified in **Schedule A** (hereinafter referred to as the "Trademarks") and has the full right to make the conveyance herein;

WHEREAS, Assignee desires, and Assignors have agreed to assign to Assignee, their entire right, title and interest in, to and under the Trademarks, together with the goodwill of the business connected with the use of and symbolized by the Trademarks;

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed by and among the Parties to this Agreement as follows:

1. Assignors hereby sell, assign and transfer to Assignee their entire right, title, and interest, whether statutory or common law rights, in, to and under the Trademarks, and the applications and registrations therefor, together with the goodwill of the business connected with the use of and symbolized by the Trademarks and all rights and causes of action to recover past, present or future damages, royalties, fees, profits or other relief, including but not limited to, equitable and injunctive relief ensuing from infringement of the Trademarks. For the United States trademark application based on an intent to use, with no statement or amendment alleging use being filed prior to the assignment of such application, Assignee is the successor to the business of Assignor, or that portion of Assignor's ongoing and existing business to which the mark in this application pertains as required by 15 U.S.C. §1060.

2. Each of the Parties hereby promises, covenants, and agrees, to refrain from disclosing the terms of this Agreement, and each of the Parties agrees to hold the terms of this Agreement in strict confidence and not to disclose, provide, transfer or make available the same, unless required by law, regulation or order.

3. If any term or provision in this Agreement is held to be unenforceable, the remainder of the Agreement shall not be affected.

4. This Agreement shall be binding upon and inure to the benefit of the employees, officers, agents, representatives, heirs, administrators, executors, successors, transferees and assigns of the Parties.

5. This Agreement may be executed in one or more counterparts, all of which shall, upon execution and delivery of identical counterparts by all Parties, comprise a single agreement. Counterpart signatures may be exchanged by facsimile or other electronic transmission.

6. The Parties, without further consideration, agree to execute and deliver other documents and take other and further actions as may be necessary to more fully effectuate or consummate the subject matter of this Agreement.

7. Any modification or waiver of any provision of this Agreement, or any consent to any departure from the terms of this Agreement, shall not be binding unless in writing and signed by all of the Parties to this Agreement.

8. This Agreement shall be deemed to have been written, approved and accepted in the State of Florida, United States of America. The construction and interpretation of this Agreement, wherever executed, and wherever to be performed shall be governed by the laws of the State of Florida, United States of America.

9. The signatories hereto and the Parties represent that they are fully authorized to enter into this Agreement.

10. The rights and obligations of the Parties set forth herein shall remain in effect without limitation as to time.

11. In the event that any of the Parties hereto deem it necessary to employ counsel and institute any action to enforce the terms of this Agreement, the Parties hereto stipulate and agree that any and all attorneys' fees, paralegal's fees and costs associated with such action, at all levels, shall be paid by the non-prevailing party to the prevailing party.

12. The waiver of breach of this Agreement shall not constitute a waiver of any subsequent breach. Any waiver of a provision of this Agreement must be in writing.

13. The Parties agree that time is of the essence in performing their respective obligations under this Agreement.

WHEREFORE, the undersigned represent and warrant that they have full power and authority to enter into and execute this Agreement on behalf of their respective Parties.

[INTENTIONALLY LEFT BLANK]

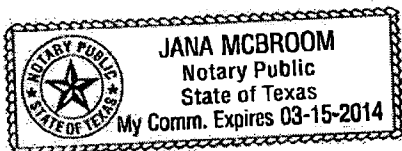
LIMO ANYWHERE, INC.

Signature: [Signature]
Max Paltsev, President

Date: _____

STATE OF TEXAS)
) ss:
COUNTY OF DALLAS)

The foregoing instrument was sworn to and subscribed before me this 1 day of November, 2011, by Max Paltsev, who: produced a driver's license issued by the Texas Department of Highway Safety and Motor Vehicles as identification; or



Jana McBroom
NOTARY PUBLIC, STATE OF
Jana McBroom
(Print, Type or Stamp Commissioned Name of Notary Public)

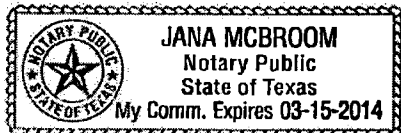
MAX PALTSEV
Signature: [Signature]

Name: _____

Date: _____

STATE OF TEXAS)
) ss:
COUNTY OF DALLAS)

The foregoing instrument was sworn to and subscribed before me this 1 day of November, 2011, by Max Paltsev, who: produced a driver's license issued by the TEXAS Department of Highway Safety and Motor Vehicles as identification; or



Jana McBroom
NOTARY PUBLIC, STATE OF
Jana McBroom
(Print, Type or Stamp Commissioned Name of Notary Public)

[Signature Page to Trademark Assignment]

ARTHUR VEYTSMAN

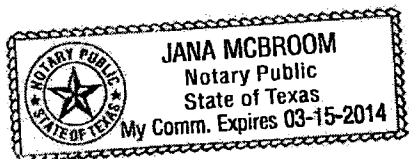
Signature: [Handwritten Signature]

Name: Arthur Veytsman

Date: 11/1/11

STATE OF TEXAS)
) ss:
COUNTY OF DALLAS)

The foregoing instrument was sworn to and subscribed before me this 1 day of November, 2011, by Arthur Veytsman, who:
 produced a driver's license issued by the Texas Department of Highway Safety and Motor Vehicles as identification; or



Jana McBroom
NOTARY PUBLIC, STATE OF
Jana McBroom

(Print, Type or Stamp Commissioned Name of Notary Public)

LA ACQUISITION SUB, LLC

Signature: _____
Adam Bentkover, Manager

STATE OF)
) ss:
COUNTY OF)

The foregoing instrument was sworn to and subscribed before me this ____ day of _____, 2011, by _____, who:
 produced a driver's license issued by the _____ Department of Highway Safety and Motor Vehicles as identification; or

NOTARY PUBLIC, STATE OF

(Print, Type or Stamp Commissioned Name of Notary Public)

[Signature Page to Trademark Assignment]

ARTHUR VEYTSMAN

Signature: _____

Name: _____

Date: _____

STATE OF TEXAS)
) ss:
COUNTY OF DALLAS)

The foregoing instrument was sworn to and subscribed before me this ____ day of _____, 2011, by _____, who:
 produced a driver's license issued by the _____ Department of Highway Safety and Motor Vehicles as identification; or

NOTARY PUBLIC, STATE OF

(Print, Type or Stamp Commissioned Name of Notary Public)

LA ACQUISITION SUB, LLC

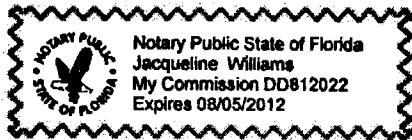
Signature: [Handwritten Signature]
Adam Bentkover, Manager

STATE OF Florida)
) ss:
COUNTY OF Palm Beach)

The foregoing instrument was sworn to and subscribed before me this 1st day of November, 2011, by Adam Bentkover, who:
 produced a driver's license issued by the _____ Department of Highway Safety and Motor Vehicles as identification; or personally known to me.

Jacqueline Williams
NOTARY PUBLIC, STATE OF Florida


Jacqueline Williams
(Print, Type or Stamp Commissioned Name of Notary Public)



[Signature Page to Trademark Assignment]

Schedule A

1.

Trademark	Appl'n/Reg. No.	Status
LIMO ANYWHERE	U.S. Reg. No. 4015731	Registered
LIMO ANYWHERE	U.S. Appl'n Serial No. 78466283	Abandoned
FLEET ANYWHERE	U.S. Appl'n Serial No. 85240722	Pending
DRIVERANYWHERE	U.S. Appl'n Serial No. 85240708	Pending
	Common law	
LA NET	Common law	
LA MOBILE	Common law	
LA LOCAL	Common law	
LIMO ANYWHERE NET	Common law	
LIMO ANYWHERE MOBILE	Common law	
LIMO ANYWHERE LOCAL	Common law	

2. Any and all trademark rights acquired through the use of any and all domain names identified in **Schedule B**, or through use of the websites located at or accessible via such domain names.

3. Any and all trademark rights that relate to the Business. “Business” means the business of Limo Anywhere, Inc. as conducted or proposed to be conducted as of the date hereof, including, without limitation, all activities conducted by Limo Anywhere, Inc. involving the development, ownership and operation of ground transportation, including ground transportation technology or websites.

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