

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393800

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BLUEYIELD, INC.		08/01/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ALLY FINANCIAL INC.		
Street Address:	200 RENAISSANCE CENTER		
City:	DETROIT		
State/Country:	MICHIGAN		
Postal Code:	48243		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86825511	SIDECAR	
Registration Number:	4961611	SAFELOOK	
CORRESPONDENCE DATA			
Fax Number:	2483583351		
<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:	248.358.4400		
Email:	trademarks@brookskushman.com		
Correspondent Name:	GARY W. DONOHUE		
Address Line 1:	1000 TOWN CENTER, 22ND FLOOR		
Address Line 2:	BROOKS KUSHMAN P.C.		
Address Line 4:	SOUTHFIELD, MICHIGAN 48075		
ATTORNEY DOCKET NUMBER:	ALLY0355A		
NAME OF SUBMITTER:	GARY W. DONOHUE		
SIGNATURE:	/gary w donohue/		
DATE SIGNED:	08/04/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is effective as of August 1, 2016 (the "Effective Date") by and between BlueYield, Inc., a Delaware corporation ("ASSIGNOR"), and Ally Financial Inc., a Delaware corporation ("ASSIGNEE").

BACKGROUND

WHEREAS, ASSIGNOR and ASSIGNEE entered into that certain Asset Purchase Agreement, dated as of May 19, 2016 (the "Purchase Agreement"), by and among ASSIGNOR, ASSIGNEE and the other parties listed therein, pursuant to which ASSIGNOR is selling, assigning, transferring, conveying and delivering certain assets to ASSIGNEE, including, without limitation, all of ASSIGNOR's right, title and interest in and to the trademarks listed on the attached Schedule A (herein defined as "TRADEMARKS"), and ASSIGNEE is purchasing, acquiring and taking such assets.

TERMS

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Effective as of the Effective Date, and subject to the terms and conditions of the Purchase Agreement, ASSIGNOR hereby sells, assigns, transfers and conveys to ASSIGNEE, its successors and assigns, all right, title and interest in and to all TRADEMARKS, together with the goodwill of the business which they represent symbolized by the TRADEMARKS, any common law rights in such TRADEMARKS, all associated trademark rights, service marks, service names, service mark rights, trade dress, slogans, logotypes and designs, and other indicia of origin, held by ASSIGNOR, and all registrations and applications for registration of the TRADEMARKS, all claims, demands and rights to recovery that ASSIGNOR has or may have for past and future infringements, dilution or other violations of such TRADEMARKS, if any, and all rights to compromise, sue for, and collect on such claims, demands and rights to recovery.

ASSIGNOR and ASSIGNEE shall each take, and shall cause their respective Affiliates to take, any and all additional actions as may be reasonably necessary or appropriate to effect the assignment transactions contemplated herein, including, but not limited to, execution of individual assignment documentation for filing with the authorities of each individual country. The responsibility to file assignments with the national trademark offices of each country shall be on the ASSIGNOR, and the ASSIGNOR shall bear the cost of filing such assignments.

ASSIGNOR hereby requests the United States Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any country foreign to the United States, to record this Assignment, as to the assigned TRADEMARKS herein referred to.

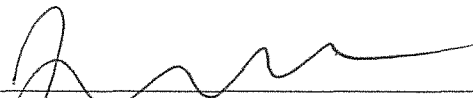
This Assignment shall be exclusively interpreted and governed by the Laws of the State of Delaware, without regard to its conflict of law provisions.

This Assignment may be executed in two (2) or more counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, ASSIGNOR has executed this Assignment on the date set forth in the acknowledgement below, to be effective as of the Effective Date, as first above written.

BLUEYIELD, INC.

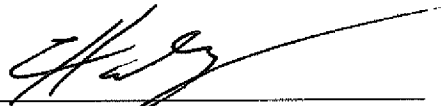
By: 
Name: Jeffrey L. Danford
Title: Chief Executive Officer

[Trademark Assignment – Assignor Signature]

TRADEMARK
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IN WITNESS WHEREOF, ASSIGNEE has executed this Assignment on the date set forth in the acknowledgement below, to be effective as of the Effective Date, as first above written.

ALLY FINANCIAL INC.

By: 
Name: Christopher A. Halmy
Title: Chief Financial Officer

[Trademark Assignment – Assignee Signature]

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TRADEMARK
REEL: 005847 FRAME: 0407

SCHEDULE A
TO TRADEMARK ASSIGNMENT

Trademark	Country	Registration Number
Safe Look	US	Serial Num: 86689095
SideCar	US	Serial Num: 86825511