

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM404647

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Buffalo Niagara Chauffeured Services, Inc.		10/25/2016	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Limousine Acquisition Company, LLC		
<b>Street Address:</b>	62 Clyde Avenue		
<b>City:</b>	Buffalo		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14215		
<b>Entity Type:</b>	Limited Liability Company: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4829620	BUFFALO LIMOUSINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5854543968		
<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>			
<b>Phone:</b>	585-987-2800		
<b>Email:</b>	trademarks@woodsoviatt.com		
<b>Correspondent Name:</b>	Woods Oviatt Gilman LLP		
<b>Address Line 1:</b>	2 State Street		
<b>Address Line 2:</b>	700 Crossroads Building		
<b>Address Line 4:</b>	Rochester, NEW YORK 14614		
<b>ATTORNEY DOCKET NUMBER:</b>	LI204.103814		
<b>NAME OF SUBMITTER:</b>	Katherine H. McGuire, Esq.		
<b>SIGNATURE:</b>	/Katherine H. McGuire/		
<b>DATE SIGNED:</b>	11/07/2016		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated October 25, 2016, is made by BUFFALO NIAGARA CHAUFFEURED SERVICES, INC., a New York corporation located at 62 Clyde Avenue, Buffalo, New York 14215 ("Seller"), in favor of LIMOUSINE ACQUISITION COMPANY LLC, a New York limited liability company located at 62 Clyde Avenue, Buffalo, New York 14215, the purchaser of certain assets of Seller pursuant to a certain Terms of Sale agreement between Buyer and Seller, dated September 13, 2016 (the "Sale Agreement").

WHEREAS, under the terms of the Sale Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned Trademark"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark:

(a) U.S. Trademark Registration No. 4,829,620 registered on October 13, 2015 for the mark BUFFALO LIMOUSINE, and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademark to Buyer, or any assignee or successor thereto.

3. Terms of the Sale Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Sale Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademark. In the event of any conflict or inconsistency between the terms of the Sale Agreement and the terms hereof, the terms of the Sale Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

**AGREED TO AND ACCEPTED:**

**SELLER:  
BUFFALO NIAGARA  
CHAUFFEURED SERVICES,  
INC.**

By: [Signature]  
Name: K. MICHAEL SAWICKI  
Title: RECEIVER

**BUYER:  
LIMOUSINE ACQUISITION  
COMPANY LLC**

By: [Signature]  
Name: PAVLA KARCIO  
Title: Owner/Partner