

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404842

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Palm Beach Motoring Accessories, Inc.		11/04/2016	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Vision Investments, LLC		
Street Address:	4565 W. 16th Street		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46222		
Entity Type:	Limited Liability Company: INDIANA		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Serial Number:	86830747	COMPETITION READY	
Serial Number:	86830986	COMPETITION READY	
Registration Number:	4812893	AUTOGEEK	
Registration Number:	4730771	AUTOGEEK DETAIL FEST	
Registration Number:	3872457	AUTOGEEK DETAIL FEST	
Registration Number:	3200148	AUTOGEEK.COM	
Registration Number:	4025976	AUTOGEEK'S SHOW CAR GARAGE	
Registration Number:	4752145	AUTOPIA FORUM	
Registration Number:	4630521	AUTOPIAFORUMS	
Registration Number:	2923408	BLACKFIRE	
Registration Number:	4719654	DETAIL FEST	
Registration Number:	2722504	DIAMONDITE	
Registration Number:	3872458		
Registration Number:	4256642	PBMG PALM BEACH MOTORING GROUP	
Registration Number:	4371932	PINNACLE	
Registration Number:	2802479	PINNACLE NATURAL BRILLIANCE	
Registration Number:	4073327		
Registration Number:	4026237		
Registration Number:	3872459	SHOW CAR GARAGE	
TRADEMARK			

OP \$565.00 86830747

Property Type	Number	Word Mark
Registration Number:	3448117	SOUVERÄN
Registration Number:	4812570	WE ARE CAR CARE
Registration Number:	3105614	WOLFGANG CONCOURS SERIES

CORRESPONDENCE DATA

Fax Number: 6127661600
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: 612/7667320
Email: dianna.gould@faegrebd.com
Correspondent Name: Dianna Gould, Faegre Baker Daniels LLP
Address Line 1: 2200 Wells Fargo Center, 90 So. Seventh
Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Dianna Gould
SIGNATURE:	/Dianna Gould/
DATE SIGNED:	11/08/2016

Total Attachments: 9

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is entered into as of November 4, 2016, by Palm Beach Motoring Accessories, Inc., a Florida corporation ("Assignor"), and Vision Investments, LLC, an Indiana limited liability company ("Assignee"), pursuant to that certain Asset Purchase Agreement dated as of November 4, 2016, by and among Assignor, Assignee, Stuart Motoring Group, Inc., a Florida corporation, and Robert McKee (the "Purchase Agreement"). Capitalized terms used and not otherwise defined in this Assignment shall have the meanings given to them in the Purchase Agreement.

The Purchase Agreement provides, among other things, for the sale by Assignor to Assignee of the Purchased Assets, including the Trademarks included in the Purchased IP. This Assignment is made and delivered in accordance with the Purchase Agreement to assure the transfer by Assignor to Assignee of such Trademarks, including, without limitation, the registered trademarks listed on the attached Exhibit A (collectively, the "Acquired Trademarks") without derogating in any way from any separate instruments of transfer that may be delivered by Assignor to Assignee concerning any of the Purchased Assets.

Pursuant to the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee's successors and assigns, all of Assignor's worldwide rights, title and interest in, to and under the Acquired Trademarks, together with their common law rights, goodwill and the business associated with the Acquired Trademarks, and registrations thereof and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction (including, without limitation, all proceeds thereof and the rights to sue for past, present and future infringements and damages), the same to be held and enjoyed by Assignee, for its own use and on behalf of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor authorizes and requests any official in the countries or registering organizations listed on the attached Exhibit A whose duty it is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of Assignor's right, title and interest in and to the Acquired Trademarks.

This Assignment is intended to evidence and effect the transfer by Assignor to Assignee of the Acquired Trademarks. This Assignment is made without representation and warranty except as provided in or pursuant to the Purchase Agreement. This Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit or qualify any provision of the Purchase Agreement. In the event of any conflict or inconsistency between the Purchase Agreement and this Assignment, the Purchase Agreement shall control.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflicts of laws, provisions or

rules that would cause the application of laws of any jurisdiction other than the State of Delaware.

This Assignment may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by and delivered to the other party. Delivery of an executed counterpart of this Assignment by facsimile or electronic transmission shall be effective to the fullest extent permitted by applicable Law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed effective as of the date first written above.

"ASSIGNOR"

PALM BEACH MOTORING ACCESSORIES,
INC.

By: Robert McKee

Printed: ROBERT MCKEE

Title: OWNER

"ASSIGNEE"

VISION INVESTMENTS, LLC

By: _____

Printed: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed effective as of the date first written above.

"ASSIGNOR"

PALM BEACH MOTORING ACCESSORIES,
INC.

By: _____

Printed: _____

Title: _____

"ASSIGNEE"

VISION INVESTMENTS, LLC

By: Anton H. George

Printed: Anton H. George

Title: Member

[Signature Page to Trademark Assignment]

EXHIBIT A

Trademarks

PBMA Intellectual Property Inventory

last updated 11/24/15

U.S. Trademarks	Serial No.	Date	Applic.	Basis	Reg. No.	Date Reg.	Classes	Status	btwn 5 & 6 yr		btwn 9 & 10 yr	
									Notes	DO Sec. 15	6-yr Sect. 8	Sec. 15
AUTOGEEK	86557572	03/09/15	1A		4812893	09/15/15	35		due 09/15/20			
AUTOGEEK DETAIL FEST	86368468	08/15/14	1A		4730771	05/05/15	35		due 05/15/20			
AUTOGEEK DETAIL FEST design + words					3872457	11/09/10	35		due 11/09/15			
AUTOGEEK.NET					3200148	01/23/07	35, 41		X		no	due 01/23/16
AUTOGEEK'S SHOW CAR GARAGE					4025976	09/13/11	41		due 09/13/16			
AUTOPIA FORUM	85261047	03/08/11	1B		4752145	06/09/15	38		due 06/09/20			
AUTOPIA FORUMS					4630521	11/04/14	38		due 11/04/19			
BLACKFIRE					2923408	02/01/05	02, 03		X		X	
COMPETITION READY	86830747	11/24/15	1A				41					
COMPETITION READY design + words	86830986	11/24/15	1A		4719654	04/14/15	35		due 04/14/20			
DETAIL FEST	86368489	08/15/14	1A		2722504	06/03/03	3		X		no	X
DIAMONDITE					3872458	11/09/10	37		due 11/09/15			
MAN DRIVING WIND BLOWING design					4256642	12/11/12	35, 38, 41		due 12/11/17			
PBMG PALM BEACH MOTORING GROUP					4371932	07/23/13	3		due 07/23/18			
PINNACLE					2802479	01/06/04	3		X		no	X
PINNACLE NATURAL BRILLIANCE					4073327	12/20/11	35, 41		due 12/20/16			
S-CURVE WITH 2 PALMS design					4026237	06/28/11	38		due 06/28/16			
S-CURVE WITH 2 PALMS design					3872459	11/09/10	41		due 11/09/15			
SOVERAN					3448117	06/17/08	3		X		no	due 06/17/17
WE ARE CAR CARE	86534262	02/13/15	1A		4812570	09/15/15	35		due 09/15/20			
WOLFGANG CONCOURS SERIES design					3105614	06/20/06	3		X		no	X

Unregistered Marks

MARINE 31
 AUTOGEEKONLINE(std char mark)

State Trademarks

autogeeek.net

will expire 1/23/18

autogeekonline.net
autopia-carcare.com
autopia.org
bikedepot.net
blackfirewax.com
detailcity.org redirects to autopia.org
diamondlite.com
marine31.com
pbma-fl.com
pinnaclewax.com
premiumboatcare.com
wolfgangcarcare.com

20-YR
Sec. 8 & 9

due 02/01/24

due 06/03/22

due 01/06/23

14/17

fee

