

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468674

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CODA Energy Holdings LLC		12/18/2015	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Management Association		
Street Address:	P.O. Box 7740		
City:	Burbank		
State/Country:	CALIFORNIA		
Postal Code:	91510		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4242357	CODA	
Registration Number:	4309339	CODA	
Registration Number:	4242360	CODA AUTOMOTIVE	
Registration Number:	4226078		
Registration Number:	4832636	CODA CORE	
Registration Number:	4832635	CODA ENERGY	
Registration Number:	4781371	THE CORE OF THE INTERNET OF ENERGY	
CORRESPONDENCE DATA			
Fax Number:	9136479057		
<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:	9136479050		
Email:	tmdocketing.burbach@hoveywilliams.com		
Correspondent Name:	CHERYL L. BURBACH		
Address Line 1:	10801 MASTIN BLVD., SUITE 1000		
Address Line 4:	OVERLAND PARK, KANSAS 66210		
ATTORNEY DOCKET NUMBER:	7241.00000/Assgmt1		
NAME OF SUBMITTER:	Cheryl L. Burbach		
SIGNATURE:	/Cheryl L. Burbach/		

CH \$190.00 4242357

DATE SIGNED:	04/05/2018
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Total Attachments: 8

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GENERAL ASSIGNMENT

THIS ASSIGNMENT, Made this 19 day of December, 2015, by CODA Energy Holdings, LLC., of 135 E Maple Avenue, Monrovia, California, in the City of Monrovia, County of Los Angeles, State of California, 91016, FEDERAL TAX IDENTIFICATION NUMBER: 80-0931539, party of the first part, hereinafter referred to as Assignor, to Credit Management Association, a California corporation, of Burbank, California, party of the second part, hereinafter referred to as Assignee.

WITNESSETH: That said Assignor, for and in consideration of the covenants and agreements to be performed by the party of the second part, as hereinafter contained, and of the sum of One Dollar (\$1.00) to Assignor in hand paid by said Assignee, receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, assign, convey and transfer unto said Assignee, its successors and assigns, in trust, for the benefit of Assignor's creditors generally, all of the property of the Assignor of every kind and nature and wheresoever situated, both real and personal, and any interest or equity therein not exempt from execution, including, but not limited to, all that certain stock of merchandise, furniture, fixtures, equipment, book accounts, books, bills receivable, cash on hand, cash in bank, deposits, patents, copyrights, trademarks and trade names, insurance policies, tax refunds, rebates, insurance refunds and claims, choses in action that are legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by the Assignor.

This assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from the Assignor by the U.S. Treasury Department, and any State or local taxing agency, and the Assignor agrees to sign and execute power of attorney or all other documents as required to enable said Assignee to file and prosecute, compromise and/or settle, all such claims before the Internal Revenue Service and any State or local taxing agency, and agrees to endorse any tax refund checks relating to the prior operations of said Assignor's business and to deliver such checks to the Assignee.

Leases and leasehold interests in real estate are not included in this assignment. However, if the Assignee shall determine that the same may be assigned and also that the same has a realizable value for creditors, then the Assignor agrees that upon written demand of the Assignee, it will assign and transfer said lease or leasehold interest to said Assignee, or nominee, for administration under the terms of this general assignment.

Contracts and/or agreements between Assignor and any Labor Union, or Trade Associations, are excepted from and not included in this assignment.

The Assignor authorizes the forwarding of its mail by the U.S. Postal Department as directed by the Assignee.

Said Assignee is to receive the said property, conduct the said business, should it deem it proper, and is hereby irrevocably authorized at any time after the execution hereof to sell, lease, or otherwise dispose of said property upon such time and terms as it may see fit. Said Assignee shall use and apply the net proceeds arising from the conducting of said business and from the sale, or lease or other disposition of said property as follows:

FIRST: To deduct therefrom (or to reimburse itself with respect to) all sums which said Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment, and all expenses, including a reasonable fee (as hereinafter defined) to its attorney, and to the attorney for the Assignor; and, in those instances where a creditors' committee has been selected at any meeting of the creditors of the Assignor (without regard to the actual amount or number of creditors present at such creditors' meeting) then a reasonable fee shall be paid to the attorney appointed by said Creditors' Committee in an amount fixed by the said creditors' committee and said Assignee.

SECOND: The balance of the proceeds then remaining shall be paid to the creditors of the Assignor, pro rata, according to the indebtedness due each of them, individually, from the Assignor.

With respect to the fees of the Assignee referred to in the aforementioned paragraph **FIRST** hereinabove, Assignor hereby expressly and irrevocably agrees as follows: That the term "a reasonable fee to Assignee", as used herein, is defined as, and includes the following: (a) An administration fee computed on the basis of the total monies handled in connection with this Assignment and for the assembly, inventorying, collection and liquidation of the assets assigned, in accordance with the following schedule, to wit: the greater of a minimum fee of \$50,000.00, or a fee of 6.0 % shall apply; (There shall be excluded from the foregoing, however, monies received or disbursed in connection with and incidental to any actual continuing operation of the business assigned, as distinguished from monies received in connection with the collection and liquidation of the assets assigned.); (b) a fee of 1.5% shall be charged on disbursements to secured and priority creditors and, (c) a fee of 4.0% shall be charged on distributions to general creditors. Assignee's fees shall not exceed \$125,000.00.

The Assignee shall be entitled to reimbursement of all expenses incurred as a result of its administration out of the proceeds generated therefrom.

In addition to all the foregoing fees and charges, the Assignor expressly agrees that the Assignee shall be entitled to a further fee equal to any and all interest earned and received by the Assignee on any trust and other funds in its hands and arising from this assignment.

In an addition to all of the foregoing, when applicable, in the opinion of the Board of Directors of Assignee, an additional and reasonable fee may be taken for special, unusual, or extraordinary services actually performed by Assignee in connection with the operation, management, preservation, or administration of the property of the Assignment; and, in this connection the Board of Directors of the Assignee corporation, or the President of the Assignee corporation, is hereby given the right and discretion to determine the nature and extent of such special, unusual or extraordinary services, and the amount of additional fees in connection therewith.

The total of all of said fees shall be paid from the property assigned, and from all of the proceeds thereof and from any interest, income and increments and any additions thereto.

Any contract, liability, or obligation made by Assignee in connection with the administration of this agreement shall not personally bind Assignee or any of its officers, agents, or employees, but it shall obligate Assignee in its capacity as Assignee only, whether or not the Contract specifically so provides. Assignee hereunder shall be liable only in its official capacity for reasonable care and diligence in administering the estate created by this assignment.

Assignor as to all existing creditors extends the statute of limitations upon their respective claims for a period of one year from the date hereof.

WRITTEN CONSENT OF THE MEMBERS OF
CODA Energy Holdings LLC
(a California Limited Liability Company)

On December 18, 2015 as evidenced by their signatures below, and pursuant to the provisions of 17104(l)(1) of the Beverly-Killea Limited Liability Act ("Act"), the authority granted to it by §17150 of the Act, and the provisions of that certain Operating Agreement dated as of June 21, 2013 ("Operating Agreement"), the undersigned being a super-majority of the members of CODA Energy Holdings LLC ("Company") as authorized at §17001(t) and defined at §17001(x) of the Act, and the undersigned members of the Company, without a meeting, consented to the following actions:

BE IT RESOLVED:

That any manager of the Company is hereby authorized and directed by the super-majority of members of the Company to make an assignment of all assets of the Company to Credit Management Association, a California corporation, for distribution in accordance with applicable law and for the pro rata benefit of all creditors of the Company, and that any manager of the Company shall be, and hereby is authorized and directed to execute said assignment containing such provisions as may be agreed upon between the Company and Credit Management Association, a California corporation, (Assignee), and the manager is also authorized and directed to execute and deliver to Credit Management Association, a California corporation, (Assignee), such other deeds, assignments, and agreements as may be necessary to carry this resolution into effect.

BE IT FURTHER RESOLVED:

That Credit Management Association, a California corporation, (Assignee), assignee for the benefit of creditors be, and it hereby is, authorized to execute and file and prosecute on behalf of the Corporation all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from the Corporation and any one manager or officer of the Corporation be, and it is, hereby authorized and directed to make, execute and deliver in favor of such person as may be designated by Credit Management Association, a California corporation, (Assignee), the assignee for the benefit of creditors, a power of attorney on the regular printed form thereof used by the United States Treasury Department so as to authorize said attorney-in-fact to process any tax claims for it on behalf of the Company.

The undersigned, holding in excess of 70% of the outstanding membership interests in the Company, hereby consent to the foregoing action as of the date set forth above.

Member	Percentage Ownership
FCO MA CODA Holdings II LLC	51.71%

By: _____
Its: _____

Member	Percentage Ownership
Archer Corporation	30.16%

By: 
Its: DIRECTOR

Said Assignee is also authorized and empowered to appoint such agents, field representatives, attorneys and/or accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of the Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such other acts and to execute such papers and documents in connection with this assignment as said Assignee may consider necessary or advisable.

IN WITNESS WHEREOF, the said parties have hereunto set their hands the day and year first above written.

CODA Energy Holdings, LLC

By: 
Paul Detering, its President, CEO

CODA Energy Holdings, LLC

By: 
Peter F. Norton, Co-CEO and CTO

Credit Management Association
a California corporation,

By: 
Michael G. Mitchell, President

Member Capitalization Schedule

December 17, 2015

<u>Member</u>	<u>Number of Units</u>	<u>Percentage of Total Outstanding Units</u>
FCO MA CODA Holdings II LLC	1,207	51.71%
Archer Corporation	704	30.16%
William C. Powers and Carolyn C. Powers Trust	137	5.89%
The Wexner Children's Trust	110	4.71%
Christopher G. Kelly, Jr	28	1.18%
George W. Wellde, Jr	64	2.74%
Miles Rubin	25	1.09%
Eric and Erica Schwartz Family LLC	55	2.35%
Miles EV Holdings Ltd.,	4	0.17%
total units issued	2,333	100.0%

ADDENDUM TO GENERAL ASSIGNMENT

THIS ADDENDUM (this "Addendum"), made on the 20th day of April, 2016, is supplemental to that General Assignment (the "General Assignment"), made on the 18th day of December, 2015, by CODA Energy Holdings, LLC, of 135 E Maple Avenue, Monrovia, California, in the City of Monrovia, County of Los Angeles, State of California, 91016, (the "Assignor"), to Credit Management Association, a California corporation, of Burbank, California (the "Assignee").

WHEREAS, Assignor desires to confirm that the assets conveyed to Assignee in that General Assignment include all goodwill related to or symbolized by such assets and business; and

WHEREAS, in connection with that certain General Assignment, Assignor's wholly-owned subsidiary, CEH CA Operating, LLC, ("CEH") desires to enter into this Addendum for the purpose of assigning all right, title and interest in and to all assets of CEH; and

In exchange for one dollar paid by Assignee to each of Assignor and CEH, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Assignor, Assignee and CEH agree as follows:

1. Assignment of Goodwill. Assignor hereby confirms that the General Assignment included an assignment to Assignee of all goodwill related to or symbolized by the assets and business conveyed by the General Assignment, and for certainty Assignor hereby transfers and assigns to assignee all such goodwill.
2. CEH Assignment of Intellectual Property and Goodwill. CEH hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby accepts, all right, title, and interest in and to all assets of CEH of every kind and nature whatsoever, including any intellectual property assets and all goodwill related to or symbolized by such assets and business.
3. Full Force and Effect; Defined Terms. Except as supplemented hereby, the General Assignment is and shall remain in full force and effect in accordance with its original terms and conditions. Any capitalized term used by not defined herein shall have the meaning ascribed to it in the General Assignment.
4. Counterparts and Delivery. This Addendum may be executed in one or more counterparts and may be delivered by facsimile or electronic mail, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Signature Page Follows]

In witness whereof, the undersigned have executed this Addendum effective as of the date first above written:

ASSIGNOR:

CODA Energy Holdings, LLC

By: 

Name: MICHAEL G. MITCHELL

Title: PRESIDENT

ASSIGNEE:

Credit Management Association

By: 

Name: MICHAEL G. MITCHELL

Title: PRESIDENT

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