

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495562

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beppi, Inc.		04/19/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Vroom, Inc.		
Street Address:	1375 Broadway, 11th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4637233	MORE THAN A LOT BETTER	
Registration Number:	4749338	FROM 0 TO HAPPY	
Registration Number:	4655692	MADE WITH LOVE IN SILICON VALLEY	
Registration Number:	4655691	BUYING AND SELLING A CAR. MORE THAN IMPR	
Registration Number:	4637137		
Registration Number:	4569905	BEEPI	
CORRESPONDENCE DATA			
Fax Number:	3172317433		
<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:	3172361313		
Email:	dwong@btlaw.com		
Correspondent Name:	David A.W. Wong		
Address Line 1:	11 South Meridian Street		
Address Line 4:	Indianapolis, INDIANA 46204-3535		
ATTORNEY DOCKET NUMBER:	71261-267049		
NAME OF SUBMITTER:	David A.W. Wong		
SIGNATURE:	/dwong/		
DATE SIGNED:	10/26/2018		

OP \$165.00 4637233

Total Attachments: 9

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EXHIBIT 9.1 (d)

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") is made as of April 19, 2017 (the "Effective Date"), by and between Beepi (assignment for the benefit of creditors), LLC, a California limited liability company, in its sole and limited capacity as assignee for the benefit of creditors of Beepi, Inc. (the "Seller"), and Vroom, Inc., a Delaware corporation (the "Buyer"). Seller and Buyer are parties to a certain Asset Purchase Agreement, dated as of April 19, 2017, by and between Seller and Buyer (the "Asset Purchase Agreement"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

1. Pursuant to, and upon the terms of, the Asset Purchase Agreement, Seller has agreed to sell, convey, assign and transfer to Buyer, and Buyer has agreed to accept, all right, title and interest of Seller in and to any and all trademark rights and copyrights throughout the world, including any and all applications, registrations, and common law marks, together with the goodwill of the business associated with and symbolized by same, held by Seller, including those set forth in Schedule A hereto, together with all common law rights therein and the right of Seller to sue for past infringement of any and all of said trademarks (hereafter collectively referred to as "Marks"), as fully and entirely as the same would have been held and enjoyed by Seller had this Assignment not been made.

2. Seller desires to transfer and assign to Buyer, and Buyer desires to accept the transfer and assignment of all of Seller's right, title and interest in, to and under such Marks.

3. Seller, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, convey, transfer and assign to Buyer, and Buyer hereby accepts the sale, conveyance, transfer and assignment of all right, title and interest of Seller in, to and under the Marks.

4. Notwithstanding anything to the contrary herein, Seller and Buyer are executing and delivering this Assignment in accordance with the Asset Purchase Agreement. This Assignment is subject to all of the terms and conditions of the Asset Purchase Agreement, and does not increase any liabilities or obligations nor decrease any rights or interests of either Seller or Buyer thereunder.

5. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this

Assignment.

6. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

7. This Assignment shall be governed by and construed in accordance with federal bankruptcy law, to the extent applicable, and, where state law is implicated, the internal laws of the State of California, without giving effect to any principles of conflicts of law.

IN WITNESS WHEREOF, Seller and Buyer have executed and delivered this Assignment by their duly authorized representatives as of the Effective Date.

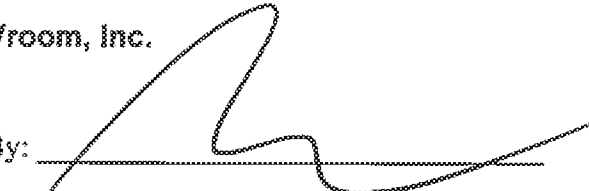
Beepi (assignment for the benefit of creditors), LLC,
in its sole and limited capacity as the assignee for the
benefit of creditors of Beepi, Inc.

By: 

Name: Michael A. Moran

Title: mgr.

Vroom, Inc.


By: 

Name: John Caine

Title: Chief Conversion Officer

Schedule A

Trademarks

- o "Beepi": Protection for the "Beepi" trademark has been filed with the respective trademark offices in the following countries: U.S.A., Argentina, Brazil, Canada, International Registration-Madrid (Protocol Only), China, European Union, India, Israel, Japan, Korea (Republic of), Mexico, New Zealand, and Russia Federation.)
- o "Smiling Car Logo"  : Protection for the "Smiling Car Logo" trademark has been filed with the respective trademark offices in the following countries: U.S.A., Argentina, Brazil, Canada, International Registration-Madrid (Protocol Only), China, European Union, India, Israel, Japan, Korea (Republic of), Mexico, New Zealand, and Russia Federation.
- o "From 0 To Happy": United States of America.
- o "Made With Love in Silicon Valley": United States of America.
- o "Car Design": United States of America.
- o "More Than A Lot Better": United States of America.
- o "Buying and Selling A Car More Than Improved. Elevated": United States of America.

Trademark	Status	Client Matter/SubCase	Application Number	Filing Date	Registration Date	Next Action(s)	Due Date(s)
BEPI	Registered 6288-002		1254305	08-Oct-2014	08-Oct-2014	First Renewal	08-Oct-2024
		Country: New Zealand Client: Casavvy, Inc. Client Reference:					
		Class: Goods: Remarks: statement of grant issued					
BEPI	Registered 6288-002		1254305	08-Oct-2014	08-Oct-2014		
		Country: Russian Federation Client: Casavvy, Inc. Client Reference:					
		Class: Goods: Remarks: Grant of Protection.					
Beipi	Registered 6288-67		86050468 4569905	28-Aug-2013	15-Jul-2014	Aff of Use - 6 Year	15-Jul-2020
		Country: United States of America Client: Casavvy, Inc. Client Reference:					
		Class: 35 Int. Goods: 35 Int. Remarks: Operating on-line marketplaces for sellers and buyers of goods and/or services, Providing a website featuring an online marketplace for exchanging goods and services with other users					

Trademark	Status	Client Matter/SubCase	Application Number Registration Number	Filing Date Registration Date	Next Action(s)	Due Date(s)
BUYING AND SELLING A CAR, MORE THAN IMPROVED, ELEVATED.	Registered	6288-804	86246831 4655691	10-Apr-2014 16-Dec-2014	Att of Use - 6 Year	16-Dec-2020
Country: United States of America						
Client Reference: Client: Carsavvy, Inc.						
Class: 35 Int.						
Goods: 35 Int. Operating on-line marketplaces for sellers and buyers of goods and/or services, Providing a website featuring an online marketplace for exchanging goods and services with other users						
Remarker:						

Trademark	Status	Client Matter/SubCase	Application Number Registration Number	Filing Date Registration Date	Next Action(s)	Due Date(s)
car design	Registered 6288-003		86248813 4637137	10-Apr-2014 11-Nov-2014	Ann of Use - 6 Year	11-Nov-2020
Country: United States of America						
Client: Cursavvy, Inc.						
Client Reference:						
Class: 35 Int.						
Goods: 35 Int. Operating on-line marketplaces for sellers and buyers of goods and/or services; Providing a website featuring an online marketplace for exchanging goods and services with other users						
Remarks:						

Trademark Status by Trademark

Trademark	Status	Client Matter/SubCase	Application Number	Registration Number	Filing Date	Registration Date	Next Action(s)	Due Date(s)
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FROM 0 TO HAPPY	Registered	6288-885	86250963	4749338	14-Apr-2014	02-Jun-2015	Att of Use - 6 Year	02-Jun-2021
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Country: United States of America

Client: Carsavvy, Inc.

Client Reference:

Class: 35 Int.

Goods: 35 Int.

Operating on-line marketplaces for sellers and buyers of goods and/or services; Providing a website featuring an online marketplace for exchanging goods and services with other users

Remarks:

Trademark Status by Trademark

Trademark	Status	Client Matter/SubCase	Application Number	Registration Number	Filing Date	Registration Date	Next Action(s)	Due Date(s)
MADE WITH LOVE IN SILICON VALLEY	Registered	6288-007	86248851	4655692	10-Apr-2014	16-Dec-2014	Att of Use - 6 Year	16-Dec-2020

Country: United States of America

Client: Cursavvy, Inc.

Client Reference:

Class: 35 Int.

Goods: 35 Int.

Operating on-line marketplaces for sellers and buyers of goods and/or services; Providing a website featuring an online marketplace for exchanging goods and services with other users

Remarks:

Trademark Status by Trademark

Trademark	Status	Client Matter/SubCase	Application Number Registration Number	Filing Date Registration Date	Next Action(s)	Due Date(s)
MORE THAN A LOT BETTER	Registered 6288-009		86251383 4637233	14-Apr-2014 11-Nov-2014	Att of Use - 6 Year	11-Nov-2020
Country: United States of America						
Client: Cursavvy, Inc.						
Client Reference:						
Class: 35 Int.						
Goods: 35 Int. Operating on-line marketplaces for sellers and buyers of goods and/or services; Providing a website featuring an online marketplace for exchanging goods and services with other users.						
Remarks:						