

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM583094

<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>
Dominion Dealer Solutions, LLC		12/31/2019	Limited Liability Company: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dealer Specialties, LLC		
<b>Street Address:</b>	150 Granby Street		
<b>City:</b>	Norfolk		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	23510		
<b>Entity Type:</b>	Limited Liability Company: OHIO		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5444913	LIVELOT	
<b>Registration Number:</b>	5717415	RAPIDLOT	
<b>Registration Number:</b>	5886922	VINMOTION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	miskowitz@ktslaw.com		
<b>Correspondent Name:</b>	Mark Iskowitz/Kilpatrick Townsend		
<b>Address Line 1:</b>	1100 Peachtree Street, Suite 2800		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>NAME OF SUBMITTER:</b>	Mark Iskowitz, Kilpatrick Townsend		
<b>SIGNATURE:</b>	/mji/		
<b>DATE SIGNED:</b>	06/25/2020		
<b>Total Attachments: 8</b>			
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**INSTRUMENT OF DISTRIBUTION, ASSIGNMENT AND ASSUMPTION**  
(Dealer Specialties Business)

THIS INSTRUMENT OF DISTRIBUTION, ASSIGNMENT AND ASSUMPTION ("Agreement") is made as of December 31, 2019 (the "Effective Time"), by and among DOMINION DEALER SOLUTIONS, LLC, a Virginia limited liability company ("Transferor"), DOMINION ENTERPRISES, a Virginia general partnership ("Dominion"), and DEALER SPECIALTIES, LLC, an Ohio limited liability company ("Transferee").

RECITALS:

A. Transferor owns and operates as an internal division "Dealer Specialties", a business that provides inventory management, lot services and merchandising solutions to automobile dealerships (the "Covered Business").

B. Transferor also owns and operates a number of other businesses, including, without limitation, a business that provides dealer management systems and customer relationship management solutions to automobile dealerships (collectively, the "Excluded Businesses").

C. Dominion is the sole member of Transferor and Transferee.

D. Dominion and Transferor desire to separate the Covered Business from the Excluded Businesses by having (i) Transferor distribute to Dominion the assets of Transferor that Transferor uses or holds for use in the operation of the Covered Business, more specifically described and defined below as the Covered Assets, together with related liabilities and obligations, more specifically described and defined below as the Assumed Liabilities, (ii) Dominion accept the Covered Assets and assume the Assumed Liabilities, and (iii) Dominion subsequently contribute and assign to Transferee, as a contribution to capital, the Covered Assets and the Assumed Liabilities.

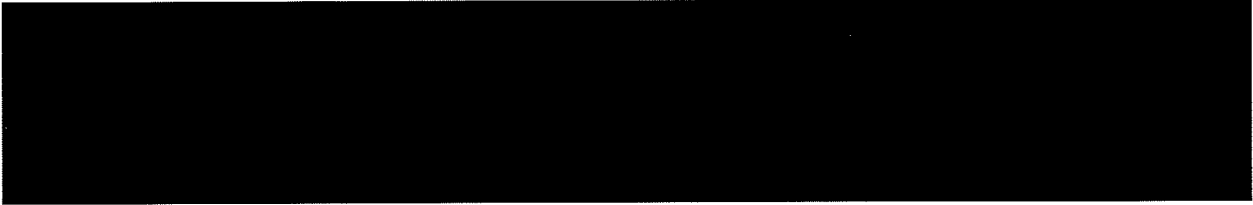
E. Transferor, Dominion and Transferee have adopted resolutions authorizing the separation and distribution of the Covered Business on and subject to the terms and conditions set forth below (the "Approved Transfer").

AGREEMENT:

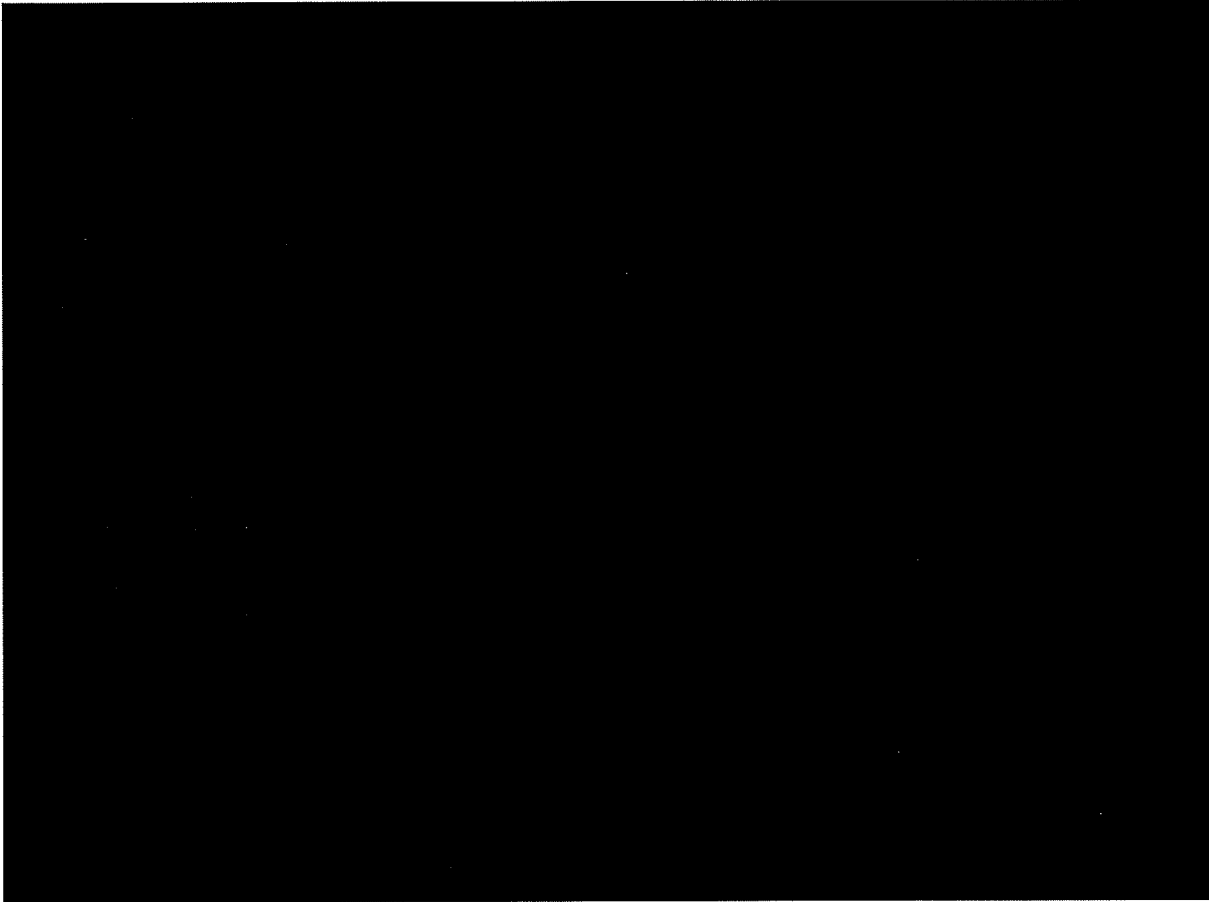
NOW, THEREFORE, with the foregoing incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Transfer of Covered Assets. In furtherance of the Approved Transfer:

(a) Transferor does hereby irrevocably assign, transfer, convey and deliver to Dominion, its successors and assigns, and Dominion accepts from Transferor, all of Transferor's right, title and interest in, to and under the following (and solely the following) assets of Transferor (collectively, the "Covered Assets"):




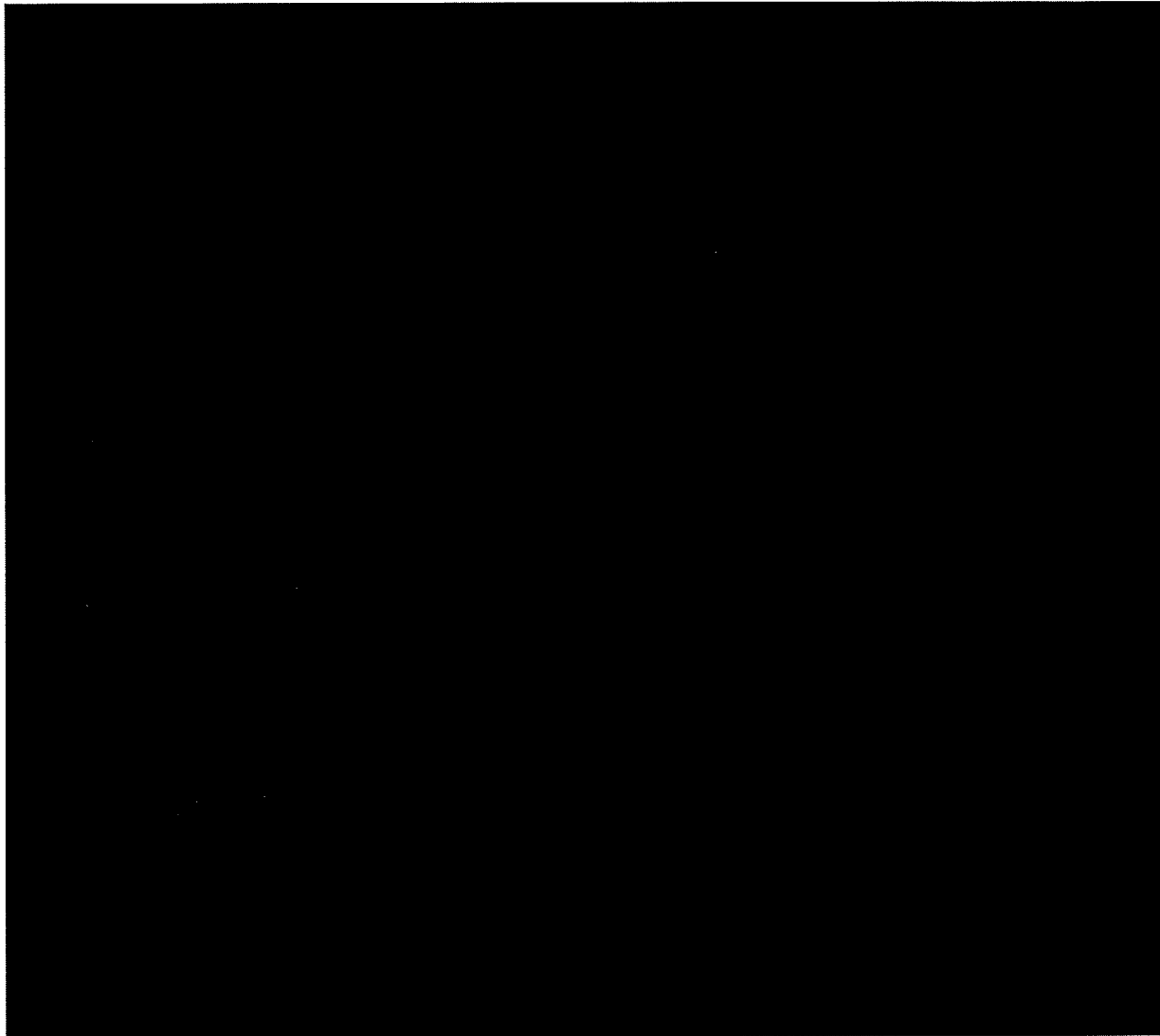
(ii) in addition to the assets described in Section 1(a)(i), the following assets of Transferor relating to the Covered Business:



(C) the following intellectual property assets, and all goodwill associated therewith, including licenses and sublicenses granted or obtained with respect thereto, rights thereunder, remedies against infringements thereof, and rights to protection of interests therein, under the laws of all jurisdictions:

(1) the trademarks, service marks, trade names and assumed names set forth on Schedule 6;

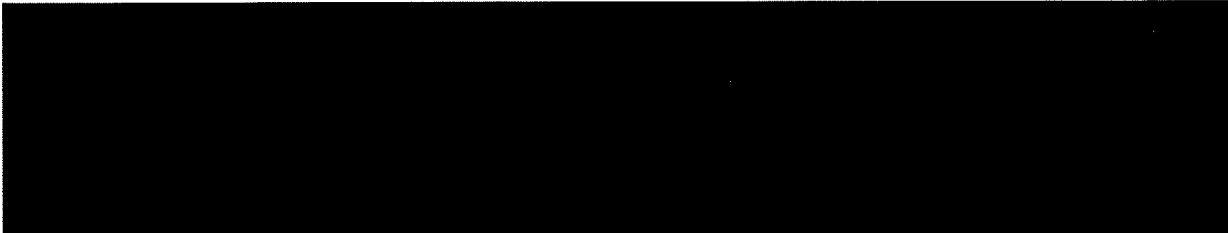




(H) any and all claims and similar rights relating to the operation of the Covered Business and/or any Covered Asset, including, without limitation, refunds, claims against third parties, causes of action, choses in action, rights of recovery, rights of set-off, and rights of recoupment, expressly excluding any of the rights of Transferor under this Agreement;

(I) all goodwill related to the Covered Business.

TO HAVE AND TO HOLD the Covered Assets and all right, title and interest therein, unto Dominion, its successors and assigns, for their exclusive use and benefit forever.

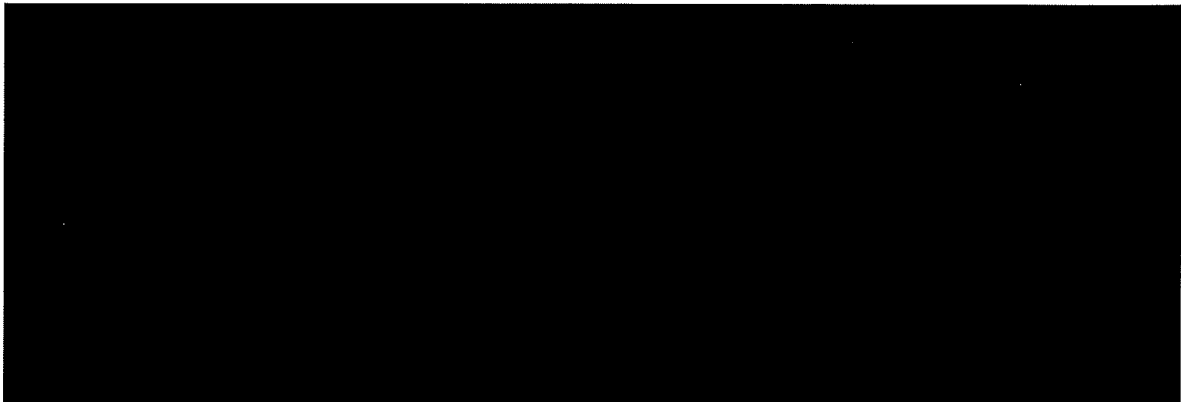




3. Contribution and Assignment to, and Assumption by, Transferee.

(a) Immediately after the actions described in Section 1 above (*i.e.*, the assignment of the Covered Assets to Dominion), Dominion does hereby irrevocably assign, transfer, convey and deliver to Transferee, its successors and assigns, and Transferee accepts from Dominion, all of Dominion's right, title and interest in, to and under all of (and only) the Covered Assets, TO HAVE AND TO HOLD the Covered Assets, for their exclusive use and benefit forever.





5. Further Assurances.

(a) Each party covenants and agrees that it will, as often as reasonably requested to do so by the other party or its respective successors and assigns before the second anniversary of the date of this Agreement, execute, acknowledge and deliver such other instruments of conveyance, transfer and/or assumption, as appropriate, and take any other action as may reasonably be required to consummate or reflect the consummation of the transactions contemplated hereby, including, without limitation, (i) any actions by Transferor and/or Dominion as may be necessary or appropriate to more effectively assign, transfer, convey and deliver to (and vest in) Transferee, its successors and assigns, the Covered Assets, and (ii) any actions by Transferee as may be necessary or appropriate to more effectively assume and become responsible for the Assumed Liabilities. Without limiting the foregoing, if Transferee determines it is necessary or advisable to document the assignment of any of the Assigned Contracts through a separate instrument, each party agrees to execute and deliver the Confirmatory Assignment and Assumption of Contracts attached hereto as Exhibit B.

(b) If after the execution and delivery of this Agreement Transferee identifies any asset that was used or held for use by Transferor in connection with the operation of the Covered Business, but under the terms of Section 1(a) above does not expressly constitute a transferred Covered Asset, Transferor and Transferee will work in good faith to implement a commercially reasonable arrangement pursuant to which (i) Transferor shall be permitted to continue to use such asset in the operation of its businesses, while Transferee also shall be permitted, on a concurrent basis, to continue to use such asset in the operation of the Covered Business, and (ii) each party shall be responsible to pay, perform or discharge any obligations or liabilities that arise out of or result from its use of such asset.

6. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give to any third party any rights or remedies against any party hereto.

7. No Special Representations and Warranties. ALL TRANSFERS HEREUNDER OR PURSUANT HERETO ARE AND SHALL BE MADE ON AN "AS IS, WHERE IS" BASIS. ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARISING UNDER THE UNIFORM COMMERCIAL CODE AS IN EFFECT AT THE EFFECTIVE TIME IN ANY

APPLICABLE JURISDICTION (OR SIMILAR FOREIGN LAWS) ARE HEREBY  
DISCLAIMED.

8. Entire Agreement. This Agreement, together with the Exhibits and Schedules, represents the complete understanding between the parties as to the subject matter hereof.

9. Assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

10. Counterparts. This Agreement may be executed in any number of counterparts and by each party on a separate counterpart, each of which, when so executed and delivered, shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. In producing this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the person against whom enforcement is sought.

11. Interpretation. The parties have participated jointly in the negotiation and drafting of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without giving effect to any choice or conflict of laws provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Virginia.

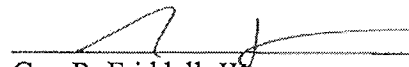
*[Remainder of page intentionally left blank – signature page follows.]*



IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed and delivered in its name as of the Effective Time.

**TRANSFEROR:**

DOMINION DEALER SOLUTIONS, LLC,  
a Virginia limited liability company

By:   
Guy R. Friddell, III  
Vice President

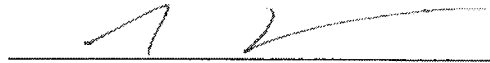
**DOMINION:**

DOMINION ENTERPRISES,  
a Virginia general partnership

By:   
Guy R. Friddell, III  
Executive Vice President

**TRANSFeree:**

DEALER SPECIALTIES, LLC,  
an Ohio limited liability company

By:   
Guy R. Friddell, III  
Vice President

**Dealer Specialties,  
LLC**

<b>Brand Name</b>	<b>Class</b>	<b>Renew Date</b>	<b>Information</b>
<b>Current</b>			
LiveLot	Class 35, 42	4/10/28	Reg no. 5,444,913
RapidLot	Class 9, 42	4/2/2029	Reg no. 5,717,415
VinMotion	Class 9, 42	10/15/2029	Reg no. 5,886,922