

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM599146

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CloudCar, Inc.		09/02/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CloudCar (ABC), LLC, as Assignee for the Benefit of Creditors of CloudCar, Inc.		
Street Address:	231 Market Place, Suite 373		
City:	San Ramon		
State/Country:	CALIFORNIA		
Postal Code:	94583		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5082724	JUSTDRIVE	
Registration Number:	4908975	CLOUDCAR	
Serial Number:	86714620	DRIVELAYER	
Serial Number:	86435748	JUSTDRIVE FOR	
Serial Number:	85582800	CLOUDCAST	
CORRESPONDENCE DATA			
Fax Number:	2134432926		
<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:	213-617-5493		
Email:	jcravitz@sheppardmullin.com		
Correspondent Name:	Sheppard, Mullin, Richter & Hampton LLP		
Address Line 1:	333 S. Hope St., 43rd Floor		
Address Line 2:	Attn: J. Cravitz		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	50WK-319996		
NAME OF SUBMITTER:	Julie Cravitz		
SIGNATURE:	/julie cravitz/		
DATE SIGNED:	09/23/2020		

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Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made effective as of September 2, 2020, by and between CloudCar, Inc. a Delaware corporation (“Assignor”), and CloudCar (ABC), LLC a California limited liability company, as Assignee for the Benefit of Creditors of CloudCar, Inc., (“Assignee”), pursuant to a certain General Assignment Agreement dated as of September 2, 2020, (the “Assignment Agreement”). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Assignment Agreement.

WHEREAS, Assignor has agreed to sell to Assignee, and Assignee has agreed to acquire from Assignor, all of Assignor’s rights, title and interest in and to the trademarks and/or service marks identified in Schedule A attached hereto (the “Marks”); and

WHEREAS, the parties accordingly wish to execute this recordable instrument, assigning all of Assignor’s right, title and interest in and to the Marks to Assignee;

NOW, THEREFORE, for valuable consideration set forth in the Assignment Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Marks, including without limitation any and all registrations, applications, and/or common law rights for the Marks throughout the world, together with all of the goodwill of Assignor’s business symbolized by or associated with the Marks, and any and all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto including, without limitation, damages and payments for past, present or future infringements.

2. This Trademark Assignment is subject to the terms and conditions of the Assignment Agreement and this Trademark Assignment shall not be deemed to limit, enlarge or extinguish any obligation of Assignor or Assignee under the Assignment Agreement, all of which obligations shall survive the delivery of this Trademark Assignment in accordance with the terms of the Assignment Agreement, and that to the extent there is any conflict between this Trademark Assignment and the terms and conditions of the Assignment Agreement, the Assignment Agreement shall control.

3. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ASSIGNOR:

CloudCar, Inc., a Delaware corporation

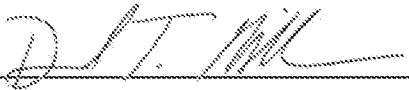
By: _____

Name: _____

Title: CEO

ASSIGNEE:

CloudCar (ABC), LLC a California Limited Liability Company, as Assignee for the Benefit of Creditors of CloudCar, Inc.

By:  _____

Name: David Miller

Its: Manager

ASSIGNOR:

CloudCar, Inc., a Delaware corporation

By: *Philipp Popov*
Philipp Popov (Aug 24, 2020 11:28 PM PDT)

Name: Philipp Popov

Title: CEO

ASSIGNEE:

CloudCar (ABC), LLC a California Limited Liability Company, as Assignee for the Benefit of Creditors of CloudCar, Inc.

By: _____

Name: David Miller

Its: Manager

Schedule A
To Trademark Assignment

Marks

SCHEDULE A

U.S. TRADEMARKS AND PENDING U.S. TRADEMARKS

Trademark	Serial No.	Filing Date	Registration No.	Registration Date
DRIVELAYER	86714620	08/04/2015	N/A	N/A
JUSTDRIVE	86435719	10/27/2014	5082724	11/15/2016
JUSTDRIVE	86435748	10/27/2014	N/A	N/A
FOR				
CLOUDCAR	85590606	04/05/2012	4908975	03/01/2016
CLOUDCAST	85582800	03/28/2012	N/A	N/A