

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM621094

<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>
Pearl Technology Holdings, LLC		01/14/2021	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CarOffer, LLC		
<b>Street Address:</b>	2701 E. Plano Parkway		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Plano		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75074		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4998911	VX	
<b>Registration Number:</b>	5065000	RETHINKING AUTOMOTIVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9726283616		
<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>Phone:</b>	9726283600		
<b>Email:</b>	trademarks@munckwilson.com		
<b>Correspondent Name:</b>	Amanda K. Greenspon		
<b>Address Line 1:</b>	P.O. Drawer 800889		
<b>Address Line 2:</b>	Docket Clerk		
<b>Address Line 4:</b>	Dallas, TEXAS 75380		
<b>ATTORNEY DOCKET NUMBER:</b>	PEAR06-02005 & 02007		
<b>NAME OF SUBMITTER:</b>	Amanda K. Greenspon		
<b>SIGNATURE:</b>	/AKG-aeh/		
<b>DATE SIGNED:</b>	01/19/2021		
<b>Total Attachments: 3</b>			
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source=FIRM-#871426-v1-Colorado\_Pearl-Trademark\_Assignment\_(1-14-2021)\_(Executed)#page3.tif

**TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Assignment") is made effective January 14, 2021, by and between Pearl Technology Holdings, LLC, a limited liability company organized and existing under the laws of Texas ("Assignor") and CarOffer, LLC, a limited liability company organized and existing under the laws of Delaware ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of December 9, 2020 (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee certain of the assets of Assignor, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, pursuant to the Purchase Agreement, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby; and

WHEREAS, the execution and delivery of this Assignment is a condition to closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

**ASSIGNOR:**

**PEARL TECHNOLOGY HOLDINGS, LLC**

DocuSigned by:  
By: Bruce Thompson  
Bruce Thompson  
President and Chief Executive Officer


**ASSIGNEE:**

**CAROFFER, LLC**

DocuSigned by:  
By: Bruce Thompson  
Bruce Thompson  
President and Chief Executive Officer

EXHIBIT A

Marks

MARK	COUNTRY	APP. NO./ REG. NO.	FILING DATE/ ISSUE DATE
VX (& Design) 	U.S.	86/395,869	09/16/2014
		4,998,911	07/12/2016
RETHINKING AUTOMOTIVE	U.S.	86/530,615	02/10/2015
		5,065,000	10/18/2016