

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM619105

<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>
Long Motor Corporation		12/11/2020	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Moss Motors, Ltd.		
<b>Street Address:</b>	400 Rutherford Street		
<b>City:</b>	Goleta		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93117		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86283165	BRITISH SPORTSCAR LIFE	
<b>Serial Number:</b>	86283802	BRITISH SPORTSCAR LIFE	
<b>Serial Number:</b>	74336240	VICTORIA BRITISH LTD.	
<b>Serial Number:</b>	74336520	VICTORIA BRITISH LTD	
<b>Serial Number:</b>	74336916	VICTORIA BRITISH LTD.	
<b>Serial Number:</b>	76558800	VICTORIA BRITISH LTD	
<b>Serial Number:</b>	76562356	VICTORIA BRITISH LTD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3102299901		
<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>	3102290468		
<b>Email:</b>	mwnorman@venable.com		
<b>Correspondent Name:</b>	Marjorie Witter Norman		
<b>Address Line 1:</b>	2049 Century Park East, Suite 2300		
<b>Address Line 2:</b>	Venable LLP		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	120520533309		
<b>NAME OF SUBMITTER:</b>	Marjorie Witter Norman		
<b>SIGNATURE:</b>	/Marjorie Witter Norman/		

OP \$190.00 86283165

<b>DATE SIGNED:</b>	01/07/2021
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**Total Attachments: 7**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“Assignment”)**, dated as of December 11, 2020 (“**Effective Date**”), is entered into by and between Long Motor Corporation, a Kansas corporation (“**Assignor**”) and Moss Motors, Ltd., a California corporation (“**Assignee**”) with respect to certain intellectual property owned by each Assignor. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **The IP.** As of the Effective Date, Assignor represents and warrants to Assignee that Assignor is the sole and exclusive owner of certain Marks (as defined below) and Domain Names (as defined below) (collectively, the “**IP**”).

2. **Assignment.** Assignor hereby irrevocably sells, assigns, transfers, sets over and conveys to Assignee, exclusively and perpetually, one hundred percent (100%) of all of Assignor’s right, title and interest throughout the universe in and to the IP, including, without limitation:

a. any and all trademark registrations, applications, renewals, and the goodwill of the business symbolized by the trademarks set forth on **Schedule A (“Marks”)**, and the right of Assignor to conduct business under the Marks;

b. any and all domain names, registrations thereof, and the goodwill of the business symbolized by the domain names set forth on **Schedule A (“Domain Names”)**, and the right of Assignor to conduct business under the Domain Names;

c. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

d. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any of the foregoing; and

e. any and all claims and causes of action, with respect to any of the IP described in the foregoing (a), (b), (c) or (d) subsections, whether accruing before, on or after the Effective Date, including, but not limited to, all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Assignee shall have the right, in Assignee’s sole discretion, to exploit the IP in any manner and by any means now known or hereafter devised.

3. **Representations and Warranties.** Assignor represents and warrants that: (a) Assignor has the power and authority to assign and transfer the rights herein assigned and transferred; (b) Assignor has not heretofore made and shall not hereafter make, any transfer, sale, grant, or assignment of rights in the IP that will conflict with or impair the complete enjoyment of the rights and privileges assigned and transferred to Assignee hereunder; (c) the transfer herein is made, and the IP is, free and clear of any liens, claims and encumbrances whatsoever; (d) Assignor has not authorized and shall not authorize any party to exercise any right or take any action which would derogate or impair the rights herein assigned to Assignee or which would require Assignee to make payments of any kind whatsoever to exercise those rights; and (e) Assignor knows of no bona fide claim, action, suit or proceeding relating to the rights pending

or, to the best of Assignor's knowledge (in the exercise or due diligence), threatened before any court or administrative or governmental body. AS IS - WHERE IS. The IP is being sold to Purchaser "As Is, - Where Is.

4. **Remedies.** Assignor irrevocably waives the right to obtain, or seek to obtain, injunctive relief or to interfere with the development, production, distribution, exhibition or exploitation of the IP or any production based thereon or any rights derived therefrom.

5. **Recordation and Further Actions.** Assignor hereby consents to the Commissioner for Trademarks in the United States Patent and Trademark Office, the Uniform Domain Name Dispute Resolution Policy ("UDRP") Panel, and any other national, federal, and state government officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Assignor agrees to initiate and cooperate with Assignee to complete the transfer process with respect to the Domain Names electronically from Assignor's account to Assignee's account (and servers to the extent reasonably required to transfer ownership and control of the Domain Names), and to execute and deliver any and all documents as the registrar of the Domain Names may require in order to effectuate the transfer of control and ownership of the Domain Names from Assignor to Assignee. Assignor agrees that this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any country for any purpose regarding the subject matter hereof.

6. **Further Assurances.** Assignor shall execute and deliver, at the reasonable request of Assignee, such additional documents, instruments, conveyances and assurances, and take such further actions as Assignee may reasonably request, to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment. If Assignor fails to do so, Assignor hereby irrevocably appoints Assignee as Assignor's limited attorney-in-fact, which appointment shall be deemed a power coupled with an interest, with limited rights of substitution and delegation, solely to execute any such instruments on Assignor's behalf consistent herewith, and Assignee shall provide Assignor with a written copy thereof.

7. **Miscellaneous.** This Assignment constitutes the entire agreement of the parties with respect to the subject matter hereof and cannot be modified or amended except in writing signed by the party to be charged. This Assignment shall be governed and construed in accordance with the laws of the State of Kansas applicable to contracts made and fully performed therein. The State and Federal courts located in Kansas City, Kansas shall have exclusive jurisdiction and venue with respect to all disputes hereunder. Each party agrees that in entering into this Assignment they have not relied upon any promise or representation (written or oral) not contained in this Assignment.

8. **General.** If any provision herein is held to be invalid or in violation of any law, statute, regulation, court order or collective bargaining agreement, this Assignment shall be deemed modified to the minimum extent required to comply therewith and shall otherwise continue in full force and effect. Paragraph headings and word highlighting, if any, are for convenience only and shall not in any way affect the interpretation of this Assignment. This Assignment may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same document. The parties affirm that the signature of a party hereto conveyed by facsimile, e-mail, or digitally shall be valid and binding as if it were an original signature. Any termination of a provision as a result of the exercise of any termination right in and to the IP shall not affect the validity of the remaining provisions herein, and to the extent any provision is terminated as a result of the exercise of the termination right in and to the IP, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

9. **Legal Representation.** The parties acknowledge that they: (a) have read this Assignment; (b) have had the reasonable opportunity to consult with counsel before signing this Assignment; (c) fully understand this Assignment's terms and conditions; and (d) are not relying on any statements or representations by any person, except those statements and representations contained herein.

**[Signatures appear on following page]**

**IN WITNESS WHEREOF**, the undersigned parties have entered into this Assignment as of the Effective Date.

**ASSIGNEE:**


**MOSS MOTORS, LTD.**

By: \_\_\_\_\_

Name: Edward Moss  
Title: President

**ASSIGNOR:**

**LONG MOTOR CORPORATION**

By:  \_\_\_\_\_

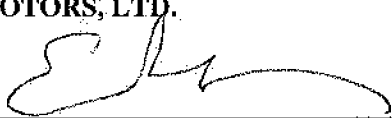
Name: Becky Hanrahan  
Title: President

IN WITNESS WHEREOF, the undersigned parties have entered into this Assignment as of the Effective Date.

**ASSIGNEE:**

**MOSS MOTORS, LTD.**

By: \_\_\_\_\_



Name: Edward Moss  
Title: President

**ASSIGNOR:**

**LONG MOTOR CORPORATION**

By: \_\_\_\_\_




Name: Becky Hanrahan  
Title: President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

**SCHEDULE A**

**The IP:**

*Registered Trademarks:*

<b>Trademark</b>	<b>Serial Number</b>	<b>Registration Number</b>
BRITISH SPORTSCAR LIFE	86283165	4763168
	86283802	4763173
	74336240	1843278
	74336520	1823367
VICTORIA BRITISH LTD.	74336916	1825593
VICTORIA BRITISH LTD	76558800	2984558
VICTORIA BRITISH LTD	76562356	2999719

*Unregistered Trademarks:*

Victoria British  
 British Sportscar Life  
 VB 1000



VB 3000  
VB 4000

*Domain Names:*

- The following websites, web stores, domain names and any materials used in their production and operation:
  - victoriabritish.com
  - victoriabritish.net
  - victoriabritish.site
  - victoriabritish.us
  - victoriabritishltd.com
  - victoria-british.com
  - victoriabritish.biz
  - victoria-british-ltd.com
  - britishsportscarlife.com
  
- All social media accounts including, but not limited to:
  - Facebook
  - Twitter
  - Instagram
  - Pinterest