

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM733273

<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>
American Suzuki Motor Corporation		03/31/2013	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Suzuki Motor of America, Inc.		
<b>Street Address:</b>	3251 E. Imperial Highway		
<b>City:</b>	Brea		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92821-6795		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4090335	SUZUKI PIT STOP PLUS	
<b>Registration Number:</b>	3595888	EQUATOR	
<b>Registration Number:</b>	3272726	SUZUKI SELECT	
<b>Registration Number:</b>	1553646	SWIFT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7043395853		
<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>	7043311027		
<b>Email:</b>	CLT-TMCorrespondence@mvalaw.com		
<b>Correspondent Name:</b>	Henry B. Ward, III		
<b>Address Line 1:</b>	100 North Tryon Street, Suite 4700		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>NAME OF SUBMITTER:</b>	Henry B. Ward, III		
<b>SIGNATURE:</b>	/hbw/		
<b>DATE SIGNED:</b>	06/08/2022		
<b>Total Attachments: 18</b>			
source=Assignment 1#page1.tif			
source=Assignment 1#page2.tif			

OP \$115.00 4090335

source=Assignment 1#page3.tif  
source=Assignment 1#page4.tif  
source=ASMC SMAI Trademark Assignment Affidvit#page1.tif  
source=ASMC SMAI Trademark Assignment Affidvit#page2.tif  
source=ASMC SMAI Trademark Assignment Affidvit#page3.tif  
source=ASMC SMAI Trademark Assignment Affidvit#page4.tif  
source=ASMC SMAI Trademark Assignment Affidvit#page5.tif  
source=ASMC SMAI Trademark Assignment Affidvit#page6.tif  
source=ASMC SMAI Trademark Assignment Affidvit#page7.tif  
source=ASMC SMAI Trademark Assignment Affidvit#page8.tif  
source=ASMC SMAI Trademark Assignment Affidvit#page9.tif  
source=ASMC SMAI Trademark Assignment Affidvit#page10.tif  
source=ASMC SMAI Trademark Assignment Affidvit#page11.tif  
source=ASMC SMAI Trademark Assignment Affidvit#page12.tif  
source=ASMC SMAI Trademark Assignment Affidvit#page13.tif  
source=ASMC SMAI Trademark Assignment Affidvit#page14.tif

## ASSIGNMENT OF INTANGIBLE PROPERTY

This Assignment of Intangible Property Assets (this "*Assignment*") is made and entered into as of March 31, 2013 by and between American Suzuki Motor Corporation, a California corporation (the "*Assignor*") and Suzuki Motor of America, Inc., a California corporation f/k/a NounCo, Inc. (the "*Assignee*") and collectively, with Assignor, the "*Parties*"), with respect to the following facts and circumstances:

Assignor and Assignee acknowledge that:

A. Assignor is a debtor and debtor in possession in a chapter 11 proceeding before the United States Bankruptcy Court for the Central District of California.

B. Assignor, as Seller, and Assignee, as Purchaser, have heretofore entered into that certain Second Amended and Restated Asset Purchase Agreement dated as of March 6, 2013 (the "*Purchase Agreement*"). Except for terms specifically defined herein, the capitalized terms used in this Assignment shall have the same meanings as capitalized terms used in the Purchase Agreement.

C. Concurrently with the mutual execution and delivery of this Assignment, Assignor and Assignee are consummating the Contemplated Transactions. Assignor and Assignee are executing and delivering this Assignment pursuant to the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which Assignors and Assignee hereby acknowledge, Assignor and Assignee hereby agree as follows:

1. Assignment. Effective as of the Closing Date, Assignor hereby assigns to Assignee all of its right, title and interest in and to the Intangible Property Assets.

2. Assumption. Effective as of the Closing Date, Assignee hereby accepts the foregoing assignment and assumes and agrees to be bound by the terms and provisions of the Intangible Property Assets.

3. Amendments. This Assignment may only be amended by a writing signed by both Assignor and Assignee.

4. Execution in Counterparts. This Assignment may be executed in any number of counterparts, and any Party may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same instrument. Facsimile and electronic mail copies of signatures will be deemed originals for all purposes hereof and a Party may produce such copies, without the need to produce original signatures, to prove the existence of this Assignment in any proceeding brought hereunder. This Assignment shall become binding when one or more counterparts taken together shall have been executed and delivered by all the Parties.

5. Delivery Pursuant to Purchase Agreement and Confirmation Order. This Assignment and the provisions hereof are subject to the terms and conditions set forth in the Purchase Agreement and the Confirmation Order. Assignee and Assignor hereby acknowledge and agree that the provisions of this Assignment shall not limit the full force and effect or survival of the terms and provisions of the Purchase Agreement or the Confirmation Order. In the event of a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement and/or the Confirmation Order, the terms and provisions of the Purchase Agreement and/or Confirmation Order shall prevail, govern and control in all respects without limitation.

6. Further Assurances. Assignor covenants and agrees to execute and deliver further instruments of transfer and assignment and take such other action as Assignee may reasonably request to more effectively transfer and assign to and vest in Assignee the Intangible Property Assets.

7. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of California (excluding conflicts of law rules and principles) applicable to contracts made and performed in such State.

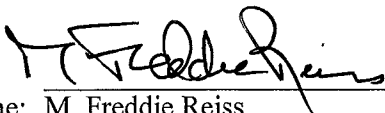
8. Consent to Jurisdiction. The Parties agree that the Bankruptcy Court shall be the exclusive forum for enforcement of this Assignment or the contemplated transactions and (only for the limited purpose of such enforcement) submit to the jurisdiction thereof; provided, that if the Bankruptcy Court determines that it does not have subject matter jurisdiction over any action or proceeding arising out of or relating to this Assignment, then each Party (a) agrees that all such actions or proceedings shall be exclusively heard and determined in a federal court of the United States sitting in the City of Santa Ana, California, (b) irrevocably submits to the jurisdiction of such courts in any such action or proceeding, (c) consents that any such action or proceeding may be brought in such courts and waives any objection that such party may now or hereafter have to the venue or jurisdiction or that such action or proceeding was brought in an inconvenient court, and (d) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at its address as provided in Section 15.2 of the Purchase Agreement (provided that nothing herein shall affect the right to effect service of process in any other manner permitted by the laws of the State of California).

9. Construction. In the interpretation and construction of this Assignment, the Parties acknowledge that the terms hereof reflect extensive negotiations between the Parties and that this Assignment shall not be deemed, for the purpose of construction and interpretation, drafted by either Party hereto.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first set forth above.

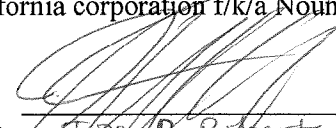
**ASSIGNOR:**

American Suzuki Motor Corporation,  
a California corporation,  
Debtor and Debtor in Possession

By:   
Name: M. Freddie Reiss  
Its: Chief Restructuring Officer

**ASSIGNEE:**

Suzuki Motor of America, Inc.,  
a California corporation f/k/a NounCo, Inc.

By:   
Name: Jon R. Robertson  
Its: Chief Operations Officer

*[SIGNATURE PAGE TO ASSIGNMENT OF INTANGIBLE PROPERTY]*

### SCHEDULE 1 –Intangible Property Assets

“Intangible Property Assets” as used in the Assignment of Intangible Property to which this Schedule 1 is attached shall mean the following service marks and trademarks together with the goodwill of the business appurtenant to and symbolized by said service marks and trademarks:

<b>Trademark/ Service Mark</b>	<b>Appl. Ser. No./ Reg. Number</b>	<b>Date of Registration</b>
SUZUKI PIT STOP PLUS	SN: 85/328,826 RN: 4,090,335	01/24/2012
EQUATOR	SN: 77/321,920 RN: 3,595,888	03/24/2009
SUZUKI SELECT	SN: 76/608,020 RN: 3,272,726	07/31/2007
SWIFT	SN: 73/700,324 RN: 1,553,646	08/29/1989

01174517

FILED *EUSA*  
Secretary of State  
State of California

MAR 28 2013

EFFECTIVE  
DATE~~MAR 31 2013~~  
1cc

1369197

CERTIFICATE OF DISSOLUTION  
OF  
AMERICAN SUZUKI MOTOR CORPORATION

I certify that:

1. In accordance with Section 1401(a) of the California General Corporation Law, provision for the making of this certificate is contained in the Order Confirming Debtor's Fifth Amended Plan of Liquidation Under Chapter 11 of the Bankruptcy Code, which order (the "*Confirmation Order*") was entered on March 15, 2013 by the United States Bankruptcy Court for the Central District of California Santa Ana Division, which court (the "*Bankruptcy Court*") has jurisdiction over American Suzuki Motor Corporation, a California corporation (the "*Corporation*"), under Title 11 of the United States Code, 11 U.S.C. §§ 101-1532, known as the federal Bankruptcy Code.
2. I am the Chief Restructuring Officer of the Corporation.
3. A final franchise tax return, as described by California Revenue and Taxation Code section 23332, has been or will be filed with the California Franchise Tax Board, as required under the California Revenue and Taxation Code, Division 2, Part 10.2 (commencing with Section 18401). The Corporation has been completely wound up and is dissolved.
4. The Corporation's known debts and liabilities have been paid or adequately provided for as far as its assets permitted. Provision for creditors or others to whom payment is to be made is set forth in the Debtor's Fifth Amended Plan of Liquidation Under Chapter 11 of the Bankruptcy Code, as it appears on the docket of the Bankruptcy Court as Docket No. 1260 (the "*Plan*"). Subject to the terms of the Confirmation Order and the Plan, the payment obligations of the Corporation either have been assumed by Suzuki Motor of America, Inc., 3251 East Imperial Highway, Brea, California 92821-6722 or will be met from funds held by the PE Creditor Trust, c/o FTI Consulting, 633 West Fifth Street, Suite 1600, Los Angeles, California 90071 (Attn: M. Freddie Reiss).
5. The known assets have been distributed to the persons entitled thereto.
6. This certificate is to become effective at 11:59 p.m. Pacific Daylight Time on March 31, 2013.

I further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

Date: March 26, 2013



M. Freddie Reiss,  
Chief Restructuring Officer

**CERTIFICATE OF DISSOLUTION OF  
AMERICAN SUZUKI MOTOR CORPORATION**