OP \$115.00 88409253

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM744220

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ovad Custom Stages, LLC		07/08/2022	Limited Liability Company: MICHIGAN

RECEIVING PARTY DATA

Name:	Carvana, LLC
Street Address:	1930 W RIO SALADO PARKWAY
City:	TEMPE
State/Country:	ARIZONA
Postal Code:	85281
Entity Type:	Limited Liability Company: ARIZONA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	88409253	PHOTOTUNNEL
Serial Number:	88409322	PHOTOSHELL
Serial Number:	90266645	SUNDOG
Serial Number:	90266692	SUNDOG

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2067531450

Email: eric.adler@egannelson.com

Correspondent Name: Eric Adler

Address Line 1: 221 W 6th St. STE 900
Address Line 4: Austin, TEXAS 78701

NAME OF SUBMITTER:	Eric Adler
SIGNATURE:	/Eric Adler/
DATE SIGNED:	07/26/2022

Total Attachments: 5

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment") is entered into effective as of July 8, 2022 (the "Assignment Date"), by and between Ovad Custom Stages, LLC, a Michigan limited liability company ("Assignor"), and Carvana, LLC, an Arizona limited liability company ("Assignee"). The parties have entered into that certain Asset Purchase Agreement dated as of dated as of July 8, 2022 (the "APA"). Pursuant to the APA and the transactions contemplated therein, Assignor has agreed to assign to Assignee all of Assignor's right, title, and interest in and to any IP Rights (as defined below), including without limitation the items listed on Exhibit A hereto.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein and in the APA, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Definition</u>. "**IP Rights**" means: (i) any and all worldwide rights in inventions (whether patented, patentable, or not), works of authorship, trademarks, service marks, domain names, websites, and social media handles or accounts, trade secrets, and other forms of intellectual property, including without limitation any patent rights, trademark or service mark rights, copyrights, trade secret rights, or other intellectual property rights, in each case whether unregistered, applied-for, or registered; (ii) any extensions, renewals, priority rights, continuations, divisionals, foreign counterparts, or other such rights associated with any of the foregoing; (iii) all goodwill associated with any of the foregoing; (iv) the right to sue and collect damages for any past, present, or future infringement of any of the foregoing; and (v) the right to license and collect royalties for granting rights to any of the foregoing.
- 2. <u>Assignment.</u> Assignor hereby assigns, conveys, and transfers to Assignee, and Assignee hereby accepts and receives from Assignor, all of Assignor's IP Rights, including without limitation any patents, trademarks, and copyrights listed on Exhibit A hereto. Without limiting the foregoing, all such IP Rights will be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.
- 3. <u>Further Assurances</u>. Assignor will, at no further cost to Assignee, take any actions (including without limitation execution and delivery of any documents) reasonably requested by Assignee or its direct or indirect successors or assigns from time to time to evidence, effect, perfect, record, or maintain the transactions set forth herein and Assignee's resulting ownership of the IP Rights.
- 4. <u>Entire Agreement</u>. Other than the APA, this Assignment constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to its subject matter.
- 5. <u>Counterparts</u>. This Assignment may be executed in several counterparts, each of which will constitute an original and all of which, when taken together, will constitute one and the same agreement. Facsimile or .pdf signatures have the same force and effect as an original.

IN WITNESS WHEREOF, each party has effective for all purposes as of the Assignment Date.	caused this Assignment to be executed on its behalf to be
OVAD CUSTOM STAGES, LLC	CARVANA, LLC
By:	By: Carvana Operations HC LLC
Name: Davo Scheich	Its: Sole Manager
Title: Managing Member	By:
	Name: Paul Breaux
,	Title: Vice President

IN WITNESS WHEREOF, each party has caused this Assignment to be executed on its behalf to be effective for all purposes as of the Assignment Date.

OVAD CUSTOM STAGES, LLC	CARVANA, LLC
By:	By: Carvana Operations HC LLC
Name: <u>Davo Scheich</u>	Its: Sole Manager Pool Break
Title: Managing Member	By:
	Name: Paul Breaux
	Title: Vice President

Exhibit A

PATENTS				
Title	Status	Country	Serial/Patent Number	
Vehicle Photographic Tunnel	Expired	USA	62/059,654	
Vehicle Photographic Tunnel	Issued	USA	14/875,115	
Venicle Photographic Tunner	Issucu		U.S. 10,063,758	
Variable Radius Camera Mount	Expired	WIPO	PCT/IB2016/000402	
Variable Radius Camera Mount	Expired	USA	62/134,909	
Variable Radius Camera Mount	Issued	USA	15/553,887	
			U.S. 10,126,634	
Photographic Paddleand Process Of Use Thereof	Expired	USA	62/836,383	
Camera mount for vehicle photographic chambers	Expired	USA	62/807,580	
Ovoid Vehicle Photographic Booth	Expired	USA	62/832,517	
Vehicle Photographic and Inspection Booth	Expired	USA	62/839,818	
Vehicle Photographic System For Identification Of Surface	Expired	USA	62/858,176	
Imperfections	- Empireu	0.071	02,000,110	
Light Emitting DiodeFixtures For Vehicle Photographic	Expired	USA	62/880,313	
Systems				
Bowl-Shaped Photographic Stage	Pending	USA	16/210,304	
Camera Mount For Vehicle Photographic Chambers	Pending	USA WIPO	17/432,459	
Light Emitting Diode Fixtures For Vehicle Photographic Systems Mobile Photobooth	Expired	USA	PCT/US2020/043966 63/163,174	
Mobile Photobooth Mobile Photobooth	Expired Pending	USA	17/692,498	
Ovoid Vehicle Photographic Booth	Pending	USA	17/438,094	
Photographic Paddle And Process Of Use Thereof	Pending	Australia	2020258521	
Photographic Paddle And Process Of Use Thereof	Pending	Canada	3136082	
Photographic Paddle And Process Of Use Thereof	Pending	China	202080029720.4	
Photographic Paddle And Process Of Use Thereof	Pending	EPO	20792031.5	
Photographic Paddle And Process Of Use Thereof	Pending	Mexico	MX/a/2021/012766	
Photographic Paddle And Process Of Use Thereof	Pending	USA	17/604,515	
Vehicle Photographic And Inspection Booth	Pending	USA	17/604,038	
Vehicle Photographic Chamber	Pending	Australia	2017373956	
Vehicle Photographic Chamber	Pending	Canada	3046324	
	Ĭ		201780085848.0	
Vehicle Photographic Chamber	Granted	China	CN 110249617	
Vehicle Photographic Chamber	Pending	EPO	17879202.4	
Vehicle Photographic Chamber	Pending	Mexico	MX/a/2019/006713	
Vehicle Photographic Chamber	Expired	WIPO	PCT/US2017/065057	
Vehicle Photographic System For Identification Of Surface Imperfections	Pending	USA	17/616,753	
niiherrections	<u> </u>			

TRADEMARKS					
Title Status Country Application Number					
Phototunnel	Pending	USA	88409253		
Photoshell	Pending	USA	88409322		
Sundog	Pending	USA	90266645		
Sundog & Design	Pending	USA	90266692		

COPYRIGHT				
Title Status Country Reg. Number				

Photo Dome Drawings / Ovaddome elevation et al.	Registered	USA	VA0002166829
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RECORDED: 07/28/2022