

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM859035

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kevin Dang		12/06/2023	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Lithia Motors, Inc.		
Street Address:	150 North Bartlett St.		
City:	Medford		
State/Country:	OREGON		
Postal Code:	97501		
Entity Type:	Corporation: OREGON		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	90447462	THE DRIVEWAY	
Registration Number:	6629387	THE DRIVEWAY	
Registration Number:	6191291	DRVWY	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	7145401235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	066961-3		
NAME OF SUBMITTER:	Natalie Richards		
SIGNATURE:	/Natalie Richards/		
DATE SIGNED:	12/06/2023		
Total Attachments: 2			
source=Trademark Assignment 12-6-23#page1.tif			
source=Trademark Assignment 12-6-23#page2.tif			

OP \$90.00 90447462

TRADEMARK ASSIGNMENT

WHEREAS, Kevin Dang, an individual (“Assignor”), is the owner of the trademark THE DRIVEWAY, U.S. App. No. 90/447,462, and the trademarks THE DRIVEWAY and DRVWY, Reg. Nos 6629387 and 6191291 respectively (collectively, these rights shall be referred to as the “Trademarks”); and

WHEREAS, Lithia Motors, Inc., an Oregon corporation (“Assignee”), pursuant to a certain agreement between the parties, desires to acquire all right, title, and interest in and to the Trademarks, all goodwill and common law rights appurtenant thereto, and Assignor desires to assign the same to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, conveys and transfers to Assignee all of its rights, title, and interest in and to the Trademarks and the goodwill and common law rights appurtenant thereto, and including the following:

1.1 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;

1.2 All claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment 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; and

1.3 Any and all of Assignor’s rights, privileges and priorities provided under applicable law with respect to the Trademarks, including, without limitation, Assignor’s common law rights and rights under any relevant laws, including any and all rights to bring an action, whether at law or in equity, for infringement, misappropriation, unfair competition, dilution or other violation, any and all rights to any income, royalties, damages and payments which become due or payable in respect thereof on or after the effective date of this Assignment, and any and all rights in and to all claims (including claims for past, current or future infringement or misappropriation of intellectual property rights and the rights to any damages, proceeds and other remedies or recoveries relating thereto), counterclaims, defenses, causes of action, demands, judgments, rights of recovery, rights of set-off, rights of subrogation and all other rights of any kind of Assignor against any third party, to the extent relating to the Trademarks (regardless of whether such rights are exercisable).

2. Recordation and Further Actions. Assignor will not execute any writing nor do any act conflicting with this Assignment, and Assignor will upon reasonable request, without further consideration, execute such additional writings necessary for the prosecution, maintenance and renewal of the Trademarks before the United States Patent and Trademark Office or any equivalent authorities in foreign countries, as Assignee or its successors and assigns may deem reasonably necessary up and until the Assignment is made effective, at which time all such aforementioned actions and/or responsibilities on behalf of Assignor outlined in this section will cease. Assignee does

hereby accept this assignment, effective as of the last date signed below.

3. Counterparts. The parties may execute this agreement in counterparts, each of which together shall be deemed the complete and fully executed agreement.

4. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon Assignee and Assignor and their respective heirs, successors, and assigns.

ASSIGNOR:

ASSIGNEE:

KEVIN DANG

LITHIA MOTORS, INC.

By: Kevin Dang
Name: Kevin Dang
Date: 11/22/2023

Edward Impert
Name: Edward Impert
Title: VP. General Counsel
Date: 12/6/23