

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM164076

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Twin Cities Automotive, LLC		02/26/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company 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: 16			
Property Type	Number	Word Mark	
Serial Number:	97252606	MYRIDE BY CAROUSEL	
Serial Number:	97252611	MYRIDE BY CAROUSEL	
Serial Number:	97252613	MYRIDE BY CAROUSEL	
Serial Number:	97252619	MYRIDE BY CAROUSEL	
Serial Number:	97252642	CAROUSEL ONLINE	
Serial Number:	97252645	CAROUSEL ONLINE	
Serial Number:	97252646	CAROUSEL ONLINE	
Serial Number:	97252649	CAROUSEL ONLINE	
Serial Number:	97252652	CAROUSEL ONLINE	
Serial Number:	97252684	CAROUSEL	
Serial Number:	97252687	CAROUSEL	
Serial Number:	97252678	CAROUSEL	
Registration Number:	5443626	CAROUSEL MOTOR SPORTS	
Registration Number:	5208081	C CAROUSEL MOTOR GROUP	
Registration Number:	5194762	CAROUSEL	
Registration Number:	5008514	C CAROUSEL MOTOR GROUP	
CORRESPONDENCE DATA			
Fax Number:			

OP \$415.00.00 97252606

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: (714540-1235)
Email: ipdocket@lw.com
Correspondent Name: Natalie Richards
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	066961-0003
NAME OF SUBMITTER:	Natalie Richards
SIGNATURE:	Natalie Richards
DATE SIGNED:	03/01/2024

Total Attachments: 3
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source=Trademark Assignment Agreement (fully executed)#page3.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment Agreement") is entered into as of February 26, 2024, by Twin Cities Automotive, LLC a Delaware limited liability company ("Assignor"), in favor of Lithia Motors, Inc., an Oregon corporation ("Assignee").

WHEREAS, Assignor is the owner of the trademarks, service marks, trademark and service mark registrations, and trademark and service mark applications in the form more fully described in Schedule A hereto (the "Marks"); and

WHEREAS, Assignor and Assignee (as partial permitted assignee of Lithia Motors, Inc.) have executed that certain Asset Purchase Agreement, dated as of December 18, 2023 (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to assign and Assignee desires to receive all of Assignor's right, title and interest in and to all of the Marks.

NOW, THEREFORE, for the consideration set forth in the Asset Purchase Agreement, Assignor hereby irrevocably distributes, transfers, assigns and otherwise conveys to Assignee, (a) all of Assignor's right, title and interest in and to each of the Marks, (b) all applications and registrations relating thereto, (c) all issuances, extensions and renewals thereof, (d) priority filing rights, (e) the goodwill of the business symbolized by or associated with the Marks, (f) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, and (g) any and all claims and causes of action with respect to any of the foregoing, whether accruing before and/or after the date hereof, including 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 not the obligation to sue for such legal and/or equitable relief and to collect, or otherwise recover, any such damages.

Assignor agrees to execute and deliver at the request of Assignee all papers, instruments and assignments, and to perform any other reasonable acts Assignee may request in order to vest all of Assignor's right, title and interest in and to the Marks in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

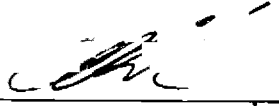
Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment Agreement upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, permitted assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Marks to Assignee, or any permitted assignee or successor thereto.

The provisions of this instrument are subject, in all respects, to the terms and conditions of the Asset Purchase Agreement, including without limitation, all of the applicable covenants,

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement as of the date first set forth above.


ASSIGNOR:

TWIN CITIES AUTOMOTIVE, LLC

By: 
Name: Chase Hawkins
Title: President

ASSIGNEE:

LITHIA MOTORS, INC.

By: 
Name: Adam Chamberlain
Title: Authorized Agent

{Signature Page Trademark Assignment}

Schedule A

Marks

TRADEMARK / SERVICE MARK	SERIAL NO. REG. NO.	DATE FILE DATE ISSUED
MYRIDE BY CAROUSEL	97252606	2/3/2022
MYRIDE BY CAROUSEL	97252611	2/3/2022
MYRIDE BY CAROUSEL	97252613	2/3/2022
MYRIDE BY CAROUSEL	97252619	2/3/2022
CAROUSEL ONLINE	97252642	2/3/2022
CAROUSEL ONLINE	97252645	2/3/2022
CAROUSEL ONLINE	97252646	2/3/2022
CAROUSEL ONLINE	97252649	2/3/2022
CAROUSEL ONLINE	97252652	2/3/2022
CAROUSEL	97252684	2/3/2022
CAROUSEL	97252687	2/3/2022
CAROUSEL	97252678	2/3/2022
CAROUSEL MOTOR SPORTS	5443626	4/10/2018
C CAROUSEL MOTOR GROUP	5208081	5/23/2017
CAROUSEL	5194762	5/2/2017
C CAROUSEL MOTOR GROUP	5008514	7/26/2016