

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI120219

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900841697		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pinnacle Automotive Hospitality Services, Inc.		12/31/2023	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	CDM Field Services LLC		
<b>Street Address:</b>	328 S Jefferson St		
<b>Internal Address:</b>	Ste 620		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	98200170	AD AUTOMOTIVE DIRECT HIRE	
<b>Serial Number:</b>	97737403	PINNACLE AUTOMOTIVE HOSPITALITY	
<b>Serial Number:</b>	97737333	DIAMOND DEALER SERVICES PROFESSIONAL AUTO DETAILING	
<b>Serial Number:</b>	97737281	DIAMOND DEALER SERVICES	
<b>Serial Number:</b>	98200217	DIAMONDDIGITAL PRO	
<b>Serial Number:</b>	87908083	PINNACLE AUTOMOTIVE	
<b>Serial Number:</b>	87907829	PINNACLE AUTOMOTIVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	(312)715-3770		
<b>Email:</b>	csg@tomlinsonshapiro.com,mpt@tomlinsonshapiro.com		
<b>Correspondent Name:</b>	Ms. Carly Grant		
<b>Address Line 1:</b>	5440 N Cumberland Ave		
<b>Address Line 2:</b>	Suite 302		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60656		

NAME OF SUBMITTER:	CARLY GRANT
SIGNATURE:	CARLY GRANT
DATE SIGNED:	03/26/2024
<b>Total Attachments: 11</b> source=PAHS - CDM - IP Assignment Agreement (TO RECORD)_Redacted#page1.tif source=PAHS - CDM - IP Assignment Agreement (TO RECORD)_Redacted#page2.tif source=PAHS - CDM - IP Assignment Agreement (TO RECORD)_Redacted#page3.tif source=PAHS - CDM - IP Assignment Agreement (TO RECORD)_Redacted#page4.tif source=PAHS - CDM - IP Assignment Agreement (TO RECORD)_Redacted#page5.tif source=PAHS - CDM - IP Assignment Agreement (TO RECORD)_Redacted#page6.tif source=PAHS - CDM - IP Assignment Agreement (TO RECORD)_Redacted#page7.tif source=PAHS - CDM - IP Assignment Agreement (TO RECORD)_Redacted#page8.tif source=PAHS - CDM - IP Assignment Agreement (TO RECORD)_Redacted#page9.tif source=PAHS - CDM - IP Assignment Agreement (TO RECORD)_Redacted#page10.tif source=PAHS - CDM - IP Assignment Agreement (TO RECORD)_Redacted#page11.tif	

## **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”), is made and entered into effective as of December 31, 2023, by and between Pinnacle Automotive Hospitality Services, Inc., a Florida corporation (“**Assignor**”), and CDM Field Services LLC, a Delaware limited liability company (“**Assignee**”). All capitalized terms used herein that are not otherwise defined shall have the definitions set forth in Schedule A hereto.

### **RECITALS**

WHEREAS, pursuant to the terms of that certain Contribution Agreement, dated as of December 31, 2023, by and between Assignor and Assignee (the “**Contribution Agreement**”), Assignee agreed to purchase certain assets of Assignor, including but not limited to the Intellectual Property Assets;

WHEREAS, pursuant to the Contribution Agreement, Assignor wishes to assign to Assignee all of Assignor’s entire world-wide right, title and interest in and to the Intellectual Property Assets, including but not limited to the trademarks, websites, software, accounts, and copyrights identified on Schedule B hereto (if any, the “**Assignor Marks**,” “**Assignor Websites**,” “**Assignor Software**,” “**Assignor Accounts**,” and “**Assignor Copyrights**,” respectively); and

WHEREAS, Assignee wishes to accept the assignment of all of Assignor’s right, title and interest in and to the Intellectual Property Assets.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained and in the Contribution Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**Section 1. Recitals.** The recitals set forth above are hereby incorporated into and made a part of this Agreement.

**Section 2. Assignment of the Assignor Websites.**

(a) Assignor hereby irrevocably sells, assigns and transfers unto Assignee, and Assignee hereby receives, acquires and accepts, free and clear of all Encumbrances, all of Assignor’s worldwide right, title, and interest in and to the Assignor Websites, including but not limited to all of Assignor’s worldwide intellectual property rights and other proprietary rights in and to said Websites and all of Assignor’s rights to content incorporated into the same.

(b) On or promptly after the date hereof (but in any event within three (3) business days after the date hereof), Assignee shall initiate a transfer request through its domain name registrar to transfer the domain name for each Assignor Website to Assignee. Assignor shall promptly complete all steps necessary to complete the transfer of the domain names to Assignee, including but not limited to (i) ensuring that the domain names are unlocked for transfer; (ii) providing Assignee with the transfer authorization code from its domain registrar; (iii) promptly consenting to the domain name transfer request; and (iv) taking all further actions required to effect the Website assignment.

**Section 3. Assignment of the Assignor Accounts.**

(a) Assignor hereby irrevocably sells, assigns and transfers unto Assignee, and Assignee hereby receives, acquires and accepts, free and clear of all Encumbrances, all of Assignor's worldwide right, title, and interest in and to the Assignor Accounts, including but not limited to all of Assignor's worldwide intellectual property rights and other proprietary rights in and to said Accounts and all of Assignor's rights to content incorporated into the same.

(b) Promptly after the date hereof, but in any event within three (3) days, Assignor will provide to Assignee all usernames, passwords, and other login credentials necessary to access, use, and modify the Assignor Accounts.

**Section 4. Assignment of the Assignor Marks.**

(a) Assignor hereby irrevocably sells, assigns and transfers to Assignee, and Assignee hereby receives, acquires and accepts, free and clear of all Encumbrances, all of Assignor's worldwide right, title and worldwide interest, in and to the Assignor Marks, including (i) all of Assignor's rights to the goodwill associated or connected with the use of, and symbolized by, the Assignor Marks, (ii) all of Assignor's rights to registrations obtained by Assignor for the Assignor Marks including all extensions and renewals thereof, (iii) all of Assignor's rights to file any document to maintain the Assignor Marks and any associated registrations, (iv) all of Assignor's common law trademark and trade name rights in the Assignor Marks, (v) all of Assignor's rights to file applications for registration of the Assignor Marks worldwide, (vi) all of Assignor's rights to sue for past, present and future infringement, dilution or other violation of the Assignor Marks and collect and retain all damages, settlements and proceeds recovered therefrom, and (vii) all of Assignor's rights corresponding with any of the foregoing throughout the world.

(b) Assignor hereby authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and all other corresponding entities or agencies in any applicable government or foreign countries, to record Assignee as the owner of the Assignor Marks.

**Section 5. Assignment of the Assignor Software.** Assignor hereby irrevocably sells, assigns and transfers unto Assignee, and Assignee hereby receives, acquires and accepts, free and clear of all Encumbrances, all of Assignor's worldwide right, title, and interest in and to the Assignor Software, including but not limited to all of Assignor's worldwide intellectual property rights and all of Assignor's other proprietary rights therein.

**Section 6. Assignment of the Assignor Copyrights.** Assignor hereby irrevocably sells, assigns and transfers unto Assignee, and Assignee hereby receives, acquires and accepts, free and clear of all Encumbrances, all of Assignor's worldwide right, title, and interest in and to the Assignor Copyrights, including: (a) all of Assignor's rights to copyright registrations therefor, if any (and any further registrations or applications relating thereto and any renewals and extensions thereof, if any); (b) all of Assignor's worldwide copyright and moral rights therein, including all of Assignor's rights of modification and attribution; (c) all of Assignor's rights to sue for past, present and future infringement or other violation of the Assignor Copyrights and collect and retain all damages, settlements and proceeds recovered therefrom; and (d) all of Assignor's rights corresponding with any of the foregoing throughout the world.

**Section 7. Assignment of the Intellectual Property Assets.** To the extent not otherwise assigned by Assignor pursuant to Sections 2-6 of this Agreement, Assignor hereby irrevocably sells, transfers, assigns, conveys, and delivers to Assignee, and Assignee hereby receives, acquires and accepts, free and clear of all Encumbrances, all of Assignor's worldwide right, title, and interest in, to, and under the Intellectual Property Assets.

**Section 8. Controlling Agreement.** This Agreement is in accordance with and is subject to all of the representations, warranties, covenants and other agreements set forth in the Contribution Agreement. Nothing contained in this Agreement shall be deemed to modify, amend, or supersede any of the terms or conditions of the Contribution Agreement. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

**Section 9. Further Assurances.** Assignor hereby agrees to perform such proper and additional acts and execute such additional documents as may be reasonably requested by Assignee or the governmental agencies or other organizations having jurisdiction over the Intellectual Property Assets to give full effect to and perfect the rights of Assignee under this Agreement.

**Section 10. Successors.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

**Section 11. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**Section 12. Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement.

**Section 13. Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

**Section 14. Governing Law.** All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction). Any legal suit, action, proceeding, or dispute arising out of or related to this Agreement may be instituted only in the federal or state courts sitting in the State of Delaware, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, proceeding, or dispute.

*[Signature Page to Follow.]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

PINNACLE AUTOMOTIVE HOSPITALITY  
SERVICES, INC.

DocuSigned by:  
By: Mark Norwicz  
Name: Mark Norwicz  
Title: Chief Executive Officer

CDM FIELD SERVICES LLC

By: XA Auto Inc., its Manager

By: \_\_\_\_\_  
Name: Phillip Penton  
Title: Chief Executive Officer

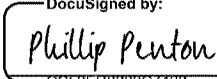
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

PINNACLE AUTOMOTIVE HOSPITALITY  
SERVICES, INC.

By: \_\_\_\_\_  
Name: Mark Norwicz  
Title: Chief Executive Officer

CDM FIELD SERVICES LLC

By: XA Auto Inc., its Manager

By:  \_\_\_\_\_  
Name: Phillip Penton  
Title: Chief Executive Officer

## SCHEDULE A – DEFINITIONS

“Accounts” means all social media, social networking, and other third party website accounts, including all usernames, passwords, and other login credentials relating thereto and all videos, images, media, comments, and other content uploaded thereon and goodwill associated therewith.

“Copyrights” means all works of authorship and all associated moral rights and copyright rights under the copyright laws of the United States and other countries for the full term thereof, whether registered or unregistered, including, but not limited to, all applications for registrations, renewals, extensions and restorations of copyrights now or hereafter provided for by law and all rights to make applications for copyright registrations and recordations, regardless of the medium of fixation or means of expression.

“Intellectual Property” means all (i) inventions and discoveries (whether or not patentable or reduced to practice), patents, patent applications, invention disclosures and statutory invention registrations, (ii) Trademarks, (iii) published and unpublished works of authorship, whether copyrightable or not, copyrights therein and thereto, registrations, applications, renewals and extensions therefor and thereof, and any and all rights associated therewith, (iv) confidential and proprietary information, including trade secrets, know-how and invention rights, (v) websites and social media accounts, and (vi) any and all other intellectual property rights.

“Intellectual Property Assets” means all Intellectual Property owned by Assignor and used or held for use in the operation of Pinnacle Automotive Hospitality Services, Inc., including all of its locations and sites.

“Lien” means any mortgage, deed of trust, pledge, security interest, encumbrance, adverse claim of ownership or use, lease, option, easement, reversion, violation, servitude, hypothecation, restriction on transfer (such as a right of first refusal or other similar right), defect of title, lien or charge of any kind, or restriction of any kind, including any restriction on the use, or other exercise of any attribution of ownership, whether voluntarily incurred or arising by operation of law or otherwise, affecting any assets or property.

“Patents” means all issued U.S. and foreign patents and pending patent applications (and all patents that issue therefrom), patent disclosures, and any and all divisions,

continuations, continuations-in-part, continuing prosecution applications, reissues and reexaminations thereof, for the full term thereof.

“Software” means all (i) computer programs, applications, systems and code, including software implementations of algorithms, models and methodologies, and source code and object code and (ii) documentation, other works of authorship and media, including user manuals and training materials, relating to or embodying any of the foregoing or on which any of the foregoing is recorded.

“Trademarks” means trademarks, service marks, domain names, uniform resource locators, trade dress, slogans, logos, symbols, trade names, brand names and other identifiers of source or goodwill, including registrations and applications for registration thereof and including the goodwill symbolized thereby or associated therewith.

“Trade Secrets” means all data or information that is not commonly known by or available to the public and which (a) derives economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by third parties who can obtain economic value from its disclosure or use and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

“Websites” means all websites or portions thereof that are operated, managed or controlled through a domain name and URL, whether on an exclusive or nonexclusive basis, including all content, elements, data, information, materials, hypertext markup language (HTML), software and code, works of authorship, textual works, visual works, aural works, audiovisual works and functionality embodied in, published or available through each such website or portion thereof, and all domain names and URLs associated with the foregoing, provided that such domain names and URLs shall not include IP addresses.



**SCHEDULE B**

**A. Assignor Websites**

The following domain names and Websites associated with the same:

**Redacted**

**Redacted**

**Redacted**

**B. Assignor Accounts**

**Redacted**

C. Assignor Marks

Registered Marks

- 1.) AUTOMOTIVE DIRECT HIRE (U.S. serial number 98200170) Status date: October 11, 2023 – pending registration
- 2.) PINNACLE AUTOMOTIVE HOSPITALITY (U.S. serial number 97737403) Status date: October 5, 2023 – pending registration
- 3.) DIAMOND DEALER SERVICES PROFESSIONAL AUTO DETAILING (U.S. serial number: 97737333) Status date: October 5, 2023 – pending registration
- 4.) DIAMOND DEALER SERVICES (U.S. serial number 97737281) Status date: October 5, 2023 – pending registration
- 5.) DIAMOND DIGITAL PRO (design) (U.S. serial number 98200217) Status date: September 27, 2023 – pending registration
- 6.) DIAMOND DEALER SERVICES PROFESSIONAL AUTO DETAILING (U.S. serial number 86634309) Status date: October 28, 2022 - cancelled
- 7.) DIAMOND DEALER SERVICES (U.S. serial number 86634263) Status date: October 28, 2022 - cancelled
- 8.) STYLIZED TRIANGLE FORMED BY DOTS (design) (U.S. serial number 86205667) Status date: November 26, 2021 - cancelled
- 9.) PINNACLE (U.S. serial number 86205664) Status date: November 26, 2021 - cancelled
- 10.) PINNACLE (U.S. serial number 86205655) Status date: November 26, 2021 - cancelled
- 11.) PINNACLE AUTOMOTIVE (U.S. serial number 87908083) Status date: January 15, 2019 - registered
- 12.) PINNACLE AUTOMOTIVE (U.S. serial number 87907829) Status date: January 15, 2019 – registered
- 13.) DIAMOND DIGITAL (U.S. serial number 90801568) Status date: January 30, 2023 – abandoned
- 14.) DIAMONDDIGITAL (design) (U.S. serial number 90801679) Status date: January 30, 2023 - abandoned

Unregistered Marks

None

D. Assignor Copyrights

**Redacted**

**E. Assignor Software**

**Redacted**

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