

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Assignment Agreement		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Cars That Matter, LLC		08/01/2008	LIMITED LIABILITY COMPANY: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
Name:	Hagerty's Cars That Matter		
Street Address:	Box 477		
City:	Great Falls		
State/Country:	VIRGINIA		
Postal Code:	22066-0477		
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	3360854	CARS THAT MATTER	
<b>CORRESPONDENCE DATA</b>			
Fax Number: (312)321-4299 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 312-321-4200 Email: officeactions@brinkshofer.com Correspondent Name: Andrew J. Avsec Address Line 1: P. O. Box 10395 Address Line 4: Chicago, ILLINOIS 60610			
ATTORNEY DOCKET NUMBER:	13724/14		
NAME OF SUBMITTER:	Andrew J. Avsec		
Signature:	/Andrew J. Avsec/		
Date:	07/24/2009		

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**Total Attachments: 5**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Assignment"), dated as of August 1, 2008, is entered in by and between Cars That Matter, LLC, a Virginia limited liability company and/or David Kinney, sole member of Cars That Matter, LLC ("Assignors") and Hagerty's Cars That Matter, LLC, a Michigan limited liability company ("Assignee").

WHEREAS, Cars That Matter, LLC and Assignee are parties to that certain Limited Liability Company Operating Agreement dated as of August 1, 2008 ("Operating Agreement"), pursuant to which among other things, Assignors agreed to assign to Assignee its interest in the intellectual property described in this Agreement in return for issuance of membership interest in Assignee;

WHEREAS, it is a condition of the issuance of such membership interests that Assignors enter into this Assignment to transfer to Assignee all intellectual property related to the business of Assignee;

NOW, THEREFORE, in consideration of, among other things, the issuance of membership interests in Assignee and in further consideration of the mutual covenants and agreements contained in the Operating Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee agree as follows:

1. Assignment of Intellectual Property. Assignors hereby transfer, convey, assign and deliver to Assignee and Assignee accepts all right, title and interest in and to:

(a) the trademarks set forth in Schedule 1 hereto, including but not limited to: (i) any registrations and applications for registrations thereof, (ii) the goodwill of the Cars That Matter business connected with the use thereof and symbolized thereby; and (iii) any and all claims for past infringement thereof, including all rights as opponents in any opposition or cancellation proceeding ("Assigned Trademarks");

(b) the domain names and registrations therefore set forth in Schedule 2 ("Assigned Domain Names");

(c) its copyrights in any content on the Cars That Matter website, along with any publishing rights to the Cars That Matter Price Guide including any and all renewals and extensions of such copyrights that may be secured under the laws now or hereafter pertaining thereto in the United States or in any other country ("Assigned Copyrights"); and

(d) the goodwill and all other intangible assets currently used exclusively in connection with the business of Cars That Matter, including, without limitation, if and to the extent in existence, any and all trade secrets, inventions, designs, copyrights, non-registered trademarks and other intellectual property, know-how, manufacturing methods and processes ("Assigned Intangible Assets").

2. Assignment of All Rights. Assignors hereby declare and confirm that on and from the date hereof it retains no right, title, interest or benefit whatsoever, into, over or upon the said Assigned Trademarks, Assigned Domain Names, Assigned Copyrights or Assigned Intangible Assets (all of which shall be referred to herein as the "Assigned IP").

3. Release of All Claims to Assigned IP. Assignors further declare and confirm that it shall not at any time hereafter claim or purport to claim directly or indirectly in any manner whatsoever any right, title, interest into, over or upon the said Assigned IP and Assignors hereby declare and confirm that on and from the date hereof Assignee shall be the sole and absolute registered proprietor of the Assigned IP together with all the goodwill of the business in the goods and services associated with the Assigned IP.

4. Representations and Warranties. Assignors jointly and severally represent and warrant that: (i) the Assigned IP are the Assignors' original work and Assignors have the power and authority to assign the Assigned IP to the Assignee in accordance with this Agreement; (ii) Assignors have no knowledge of any third party intellectual property infringement claims, lawsuits, or demands arising under or in connection with the Assigned IP; (iii) Assignors have the right, authority and power to enter into this Agreement; (iv) no third party consents, assignments or licenses are necessary to perform under this Agreement; and (v) Assignors have no obligations to any employer (whether by law or by contract) that could in any way prohibit Assignors from assigning the Assigned IP to Assignee. Assignors agree to immediately notify Assignee in writing if any facts or circumstances arise that would make any of the representations in this Agreement inaccurate in any way.

5. Further Action Required. Without limiting the foregoing, Assignors agree to promptly perform all actions required by the applicable domain name registrar to complete the conveyance of the Assigned Domain Names to the Assignee. Assignors agree that it will not register or attempt to register any domain names after the Effective Date that include the word "Cars That Matter" or any variation thereof. The parties undertake to do and perform, sign, swear and execute all such further and other acts, deeds, documents, matters or things as may be required by Assignee or considered necessary, desirable or proper to give effect to the transfer and assignment of any and all the Assigned IP.

6. Waiver. The failure, with or without intent, of any Party to insist upon the performance (in strict conformity with the literal requirements) by the

other Party of any term or stipulation of this Agreement, shall not be treated or deemed to constitute a modification of any terms or stipulations of this Agreement. Nor shall such failure or election be deemed to constitute a waiver of the right of such Party at any time whatsoever thereafter to insist upon performance by the other party strictly in accordance with any terms or provisions hereof.

7. Notices. Any notices under this Agreement will be sent by certified or registered mail, return receipt requested, or by facsimile (provided that the sender received electronic confirmation of receipt by recipient) to the address specified in the Operating Agreement or such other address as the party specifies in writing. Such notice will be effective upon being sent as specified in this Section.

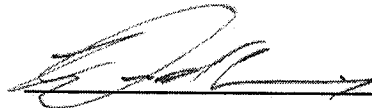
8. Miscellaneous. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or oral or written agreement between the parties respecting the subject matters contained herein. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto. The parties understand and agree that this Agreement shall be construed under and in accordance with the laws of the state of Michigan, without regard to its conflicts of laws principles. Any claim arising out of this Agreement shall be brought either in the Circuit Court for the County of Grand Traverse or the United States District Court for the Western District of Michigan. No alteration or modification of this Agreement shall be valid unless made in writing and signed by both parties. Neither party shall have the right to assign any rights or obligations under this Agreement without the express prior written approval of the other party. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. The parties further agree that any waiver of any part of this Agreement shall not be a waiver of any other part of the whole, nor shall any waiver of a breach of this Agreement in whole or in part constitute a waiver of any other or succeeding breach. In case any one or more of the provisions in this Agreement shall be held to be invalid, illegal or unenforceable for any reason, the invalidity, illegality or unenforceability of any provision shall not affect any other provision hereof, but this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in the Agreement. The headings in this Agreement have been inserted for convenience only and are not to be considered when construing or interpreting the provision(s) of this Agreement.

[signature page follows this page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by and through their duly authorized representatives as of the date written herein.

CARS THAT MATTER, LLC

Date: \_\_\_\_\_, 200\_\_  
\_\_\_\_\_

  
By: David W. Kinney  
Its: Manager

Date: \_\_\_\_\_, 200\_\_

  
David Kinney

HAGERTY'S CARS THAT MATTER,  
LLC

Date: \_\_\_\_\_, 200\_\_

  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Schedule 1**

**Assigned Trademarks**

Cars That Matter

**CARSTHATMATTER**