

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SilverCar Concept, L.L.C.		03/05/2012	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	Silvercar, Inc.		
Street Address:	712 Congress Ave., Ste. 201		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85080182	SILVERCAR	
CORRESPONDENCE DATA			
Fax Number:	6504936811		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	650-493-9300		
Email:	trademarks@wsgr.com		
Correspondent Name:	Aaron D. Hendelman		
Address Line 1:	650 Page Mill Road		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	42815-900 MRIC		
NAME OF SUBMITTER:	Aaron D. Hendelman		
Signature:	/Aaron D. Hendelman/		

CH \$40.00 85080182

Date:

09/10/2012

Total Attachments: 14

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SILVERCAR, INC.

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (the "*Agreement*") is entered into by and among Silvercar, Inc., a Delaware corporation ("*Silvercar Inc.*"), and the individuals listed on Exhibit A attached hereto (the "*Members*" and each, a "*Member*") who possess Membership Interests of SilverCar Concept, L.L.C., a Georgia limited liability company ("*SilverCar LLC*"), as of March 5, 2012 (the "*Effective Date*"). Any terms not defined herein shall have the meanings ascribed to such terms in the Second Amended and Restated Operating Agreement of SilverCar Concept, L.L.C. dated February 12, 2010, as amended, and attached hereto as Exhibit B (the "*Operating Agreement*").

RECITALS

- A. The Members desire to contribute all of their Membership Interests in SilverCar LLC to Silvercar Inc. in exchange for shares of Common Stock of Silvercar Inc., following which SilverCar LLC will become a wholly owned subsidiary of Silvercar Inc. (the "*Contribution*").
- B. The Members possess all of the Membership Interests in SilverCar LLC (the "*Membership Interests*").
- C. In connection with the Contribution, each of the Members proposes to contribute all of the Membership Interests owned by such Member in exchange for that number of shares of Common Stock of Silvercar Inc. (the "*Common Stock*") listed beside such Member's name on Exhibit A hereto.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants, agreements, undertakings and obligations set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

- Contribution and Issuance.* As of the Effective Date, the Membership Interests held by each Member will be contributed to Silvercar Inc. and exchanged for that number of shares of Common Stock of Silvercar Inc. listed beside such Member's name on Exhibit A. The shares of Common Stock (the "*Securities*"), when issued to the Members in accordance with the terms hereof, shall be validly issued, fully paid and nonassessable and shall have the rights, preferences and privileges set forth in the Certificate of Incorporation of Silvercar Inc. attached hereto as Exhibit C.
- Delivery of Certificates Representing Stock.* Promptly following the closing of the Contribution, Silvercar Inc. will deliver to the Members certificates, registered in such Member's name as set forth on Exhibit A, representing the number of shares of set forth opposite such Member's name on Exhibit A.
- Section 351 Transaction.* The parties intend that this transaction be treated for federal income tax purposes as a tax-free exchange under the provisions of Section 351 of the Internal Revenue Code of 1986, as amended. Silvercar Inc. and the Members will file all necessary federal and state tax forms and documents related to the foregoing.

4. *Representations of Members.* Each Member hereby represents and warrants as follows:

(a) *Restricted Securities.* The Member understands that the Securities have not been, and will not be, registered under the Securities Act of 1933, as amended (the "*Securities Act*"), by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Member's representations as expressed herein. The Member understands that the Securities are "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws, the Member must hold the Securities indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. The Member acknowledges that Silvercar Inc. has no obligation to register or qualify the Securities for resale. The Member further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Securities, and on requirements relating to Silvercar Inc. which are outside of the Member's control, and which Silvercar Inc. is under no obligation and may not be able to satisfy.

(b) *Legends.* The Member understands that the Securities, and any securities issued in respect thereof or exchange therefor, may bear one or all of the following legends, in substantially the following form:

(i) "THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISTRIBUTION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO SILVERCAR INC. THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933, AS AMENDED."

(ii) Any legend set forth in the Agreements (as defined below).

(iii) Any legend required by the blue sky laws of any state to the extent such laws are applicable to the shares represented by the certificate so legended.

(c) *Ownership.* Exhibit A accurately sets forth all of the Members of SilverCar LLC and the Ownership Interest Percentage of each Member. The Member possesses the Membership Interests and Ownership Interest Percentage set forth next to such Member's name on Exhibit A free and clear of any liens or encumbrances and any other restrictions on transfer. The Member is not a party to any option, warrant, right, contract, call, pledge, put or other agreement or commitment providing for the disposition or acquisition of such Member's Membership Interests in SilverCar LLC.

5. *Covenants.*

(a) *Lock-up Agreement.* In consideration for Silvercar Inc. agreeing to its obligations under this Agreement, each Member hereby agrees that it shall not sell or otherwise transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale, of any Common Stock (or other securities) of Silvercar Inc. held by such Member (other than those included in the registration) during the one hundred and eighty (180) day period following the effective date of a registration statement of Silvercar Inc. filed under the Securities Act of 1933, as amended, or any similar successor federal statute and the rules and regulations thereunder, all as the same

shall be in effect from time to time (the "*Securities Act*") (or such other period as may be requested by Silvercar Inc. or an underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports and (ii) analyst recommendations and opinions, including, but not limited to, the restrictions contained in NASD Rule 2711(f)(4) or NYSE Rule 472(f)(4), or any successor provisions or amendments thereto), *provided* that all officers and directors of Silvercar Inc. and all holders of at least one percent (1%) of Silvercar Inc.'s voting securities are bound by and have entered into similar market standoff agreements. The obligations described in this Section 5(a) shall not apply to a registration relating solely to employee benefit plans on Form S-1 or Form S-8 or similar forms that may be promulgated in the future, or a registration relating solely to a transaction on Form S-4 or similar forms that may be promulgated in the future. Silvercar Inc. may impose stop-transfer instructions and may stamp each such certificate with appropriate legends with respect to the shares of Common Stock (or other securities) subject to the foregoing restriction until the end of such one hundred and eighty (180) day (or other) period. Each Member agrees to execute a market standoff agreement with said underwriters in customary form consistent with the provisions of this Section 5(a). In the event any of the restrictions contained in this Section 5(a) are waived or terminated with respect to any party, the restrictions on the Members shall be waived or terminated to the same extent.

(b) *Agreements.* In connection with the Contribution, each Member hereby agrees to execute and deliver the Investors' Rights Agreement, in the form attached hereto as Exhibit D (the "*Rights Agreement*"), the Voting Agreement, in form attached hereto as Exhibit E (the "*Voting Agreement*"), and the Right of First Refusal and Co-Sale Agreement, in the form attached hereto as Exhibit F (the "*ROFR and Co-Sale Agreement*," and together with the Rights Agreement and the Voting Agreement, the "*Agreements*").

6. *Miscellaneous.*

(a) *Applicable Law.* THIS AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS BY THE INTERNAL LAWS OF THE STATE OF DELAWARE AS APPLIED TO AGREEMENTS ENTERED INTO AMONG DELAWARE RESIDENTS TO BE PERFORMED ENTIRELY WITHIN DELAWARE, WITHOUT REGARD TO CONFLICT OF LAWS RULES.

(b) *Counterparts.* This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute one and the same instrument.

(c) *Waiver.* No action taken pursuant to this Agreement shall be deemed to constitute a waiver by the party taking such action of compliance with any covenants or agreements contained herein. No failure to exercise and no delay in exercising any right, power or privilege of a party hereunder shall operate as a waiver or consent to the modification of the terms hereof unless given by the party in writing. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any preceding or succeeding breach.

(d) *Entire Agreement.* This Agreement and the exhibits attached hereto constitute the entire agreement and understanding between the parties hereto with respect to the subject matter covered hereby, and supersede any prior or contemporaneous agreement or understanding related to the subject matter hereof and thereof.

(e) *Modification or Amendment.* This Agreement may be modified or amended only by written agreement executed and delivered by Silvercar Inc. and Members holding a majority of the

Common Stock to be issued pursuant to the terms of this Agreement. Any such modification or amendment shall be binding on all parties hereto.

(f) *Successors and Assigns.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, executors, administrators and legal representatives.

(g) *Headings.* The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning or interpretation hereof.

(h) *Severability.* If any provision set forth in this Agreement is determined by a court of competent jurisdiction to be unenforceable by reason of its being too extensive in any respect, such provision shall be interpreted to have the broadest application as shall be enforceable. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the validity of the other provisions hereof, which shall continue in full force and effect.

(i) *Telecopy Execution and Delivery.* A facsimile, telecopy or other reproduction of this Agreement may be executed by one or more parties hereto, and an executed copy of this Agreement may be delivered by one or more parties hereto by facsimile or similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party hereto, all parties hereto agree to execute an original of this Agreement as well as any facsimile, telecopy or other reproduction hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

SILVERCAR, INC.

By: Bill D. Duff
Bill Duffenderfer,
President and Chief Executive Officer

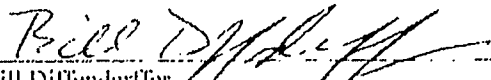
Address:

SIGNATURE PAGE TO CONTRIBUTION AGREEMENT

TRADEMARK
REEL: 004858 FRAME: 0362

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

MEMBERS OF SILVERCAR CONCEPT, L.L.C.


Bill Dillenderffer

Todd Belveal

Peter Barlow

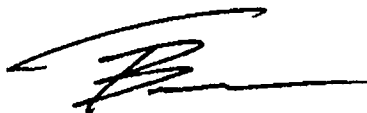
SIGNATURE PAGE TO CONTRIBUTION AGREEMENT

TRADEMARK
REEL: 004858 FRAME: 0363

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

MEMBERS OF SILVERCAR CONCEPT, L.L.C.

Bill Diffenderffer



Todd Belveal

Peter Barlow

SIGNATURE PAGE TO CONTRIBUTION AGREEMENT

**TRADEMARK
REEL: 004858 FRAME: 0364**

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

MEMBERS OF SILVERCAR CONCEPT, L.L.C.

Bill Diffenderffer

Todd Belveal



Peter Barlow

SIGNATURE PAGE TO CONTRIBUTION AGREEMENT

Exhibit A

<u>Name</u>	<u>Ownership Interest Percentage</u>	<u>No. of Shares of Common Stock of Silvercar, Inc.</u>
Bill Diffenderffer		
	REDACTED	
Todd Belveal		
	REDACTED	
Peter Barlow		
	REDACTED	
Totals	100.00000%	1,900,000

EXHIBIT B

**SECOND AMENDED AND RESTATED OPERATING AGREEMENT
OF
SILVERCAR CONCEPT, L.L.C.**

EXHIBIT C

CERTIFICATE OF INCORPORATION OF SILVERCAR, INC.

EXHIBIT D

INVESTORS' RIGHTS AGREEMENT

EXHIBIT E

VOTING AGREEMENT

EXHIBIT F

RIGHT OF FIRST REFUSAL AND CO-SALE AGREEMENT