

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335791

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Whizzer U.S.A., Inc.		12/16/2014	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Kenneth A. Goldman		
Street Address:	6722 E. Knollwood Circle		
City:	West Bloomfield		
State/Country:	MICHIGAN		
Postal Code:	48322		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1696905	WHIZZER	
CORRESPONDENCE DATA			
Fax Number:	2489968405		
<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:	248-809-2005		
Email:	das@weintraubgroup.com		
Correspondent Name:	Arnold S. Weintraub		
Address Line 1:	24901 Northwestern Highway		
Address Line 2:	Suite 311		
Address Line 4:	Southfield, MICHIGAN 48075		
ATTORNEY DOCKET NUMBER:	GKA-101-TM		
NAME OF SUBMITTER:	Arnold S. Weintraub		
SIGNATURE:	/Arnold S. Weintraub/		
DATE SIGNED:	03/20/2015		
Total Attachments: 4			
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OP \$40.00 1696905

ASSIGNMENT OF TRADEMARKS

Pursuant to that certain Asset Purchase and Sale Agreement, dated as of December 16, 2014, by and between the Parties (as defined herein) (the "APA"), this Assignment of Trademarks (this "Assignment"), dated as of December 16, 2014, is made and entered into by and between Whizzer U.S.A., Inc., a Texas corporation having a business address at P.O. Box 112070, Carrollton, Texas 75011 ("Assignor"), and Kenneth A. Goldman ("Assignee"), an individual residing in the State of Michigan having a place of business at 6722 E. Knollwood Circle, West Bloomfield, Michigan 48322 (individually, the "Assignee" and together with the Assignor, the "Parties"). In all respects, this Assignment will be subject to the terms and conditions set forth in the APA.

WHEREAS, Assignor is the owner of all right, title, and interest in, to and under the marks identified in **Schedule A** (hereinafter referred to as the "Marks") and has the full right to make the conveyance herein;

WHEREAS, Assignee desires to obtain, and Assignor has agreed to assign to Assignee, Assignor's entire right, title and interest in, to and under the Marks, together with the goodwill of the business connected with the use and symbolized by the Trademark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, transfer and assign unto Assignee all of Assignor's rights, title and interest in and to the said Marks, together with the goodwill of the business symbolized by the Marks, including those identified on Schedule A, and also all

past, present and future claims for infringement of the said Marks, whether known or unknown, now existing or hereafter arising.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of December 16, 2014.

WHIZZER U.S.A., INC.

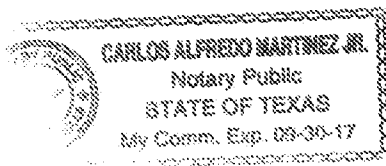
By: *Debra D. La Lone*
Name: Debra D. La Lone
Title: President

STATE OF TEXAS §
 §
COUNTY OF DENTON §

Before me, the undersigned, a Notary Public in and for the State of Texas, on this 17 day of December, 2014, personally appeared before me Debra D. La Lone, President of Whizzer U.S.A., Inc. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

Witness my hand and official seal.

CMRJK
Signature of Notary Public



Schedule A

REGISTERED MARK

WHIZZER

REGISTRATION NO.

1696905

REGISTRATION DATE

June 23, 1992

COMMON LAW MARKS:

WHIZZER and Design

WHIZZER USA and Design

WHIZZER MOTORBIKE and
Design

BILL OF SALE

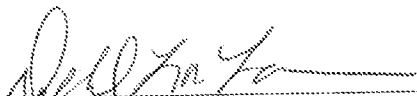
KNOW ALL PERSONS by these presents that Whizzer U.S.A., Inc. ("WUI") in consideration of the sum of ONE AND 00/100 (\$1.00) DOLLAR and other good and valuable consideration paid by Kenneth A. Goldman ("KAG"), the receipt and adequacy of which is hereby acknowledged, does hereby grant, sell, assign, transfer and deliver to KAG, its successors and assigns, all of WUI's right, title and interest in and to the IP and related goodwill, as defined and described in that certain Asset Purchase and Sale Agreement, dated December 16, 2014, by and between WUI and KAG (the "APA"), to have and to hold same unto KAG, its successors and assigns, forever.

WUI hereby warrants, covenants and agrees that it is the lawful owner of said items conveyed hereby and that WUI will warrant and defend the sale of said items hereby sold to KAG, its successors and assigns, against all and every person and persons whomsoever. In all respects, this Bill of Sale is subject to the terms and conditions set forth in the APA.

KAG and WUI agree that a facsimile signature on this Bill of Sale is as valid as an original signature.

IN WITNESS WHEREOF, WUI has duly executed this Bill of Sale this 16th day of December 2014.

WHIZZER U.S.A., INC.

By: 
Name: Debra D. La Lone
Title: President