

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375694

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DriveTime Sales and Finance Company, LLC		01/01/2016	LIMITED LIABILITY COMPANY: ARIZONA
RECEIVING PARTY DATA			
Name:	SilverRock Group, Inc.		
Street Address:	4020 East Indian School Road		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85018		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86262535	MOTION INSURANCE	
Serial Number:	86262522	MOTION INSURANCE	
Serial Number:	86262529	MOTION INSURANCE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	916-930-3263		
Email:	tmfilings@dlapiper.com		
Correspondent Name:	Carissa Bouwer, Esq.		
Address Line 1:	555 Mission Street, Suite 2400		
Address Line 4:	San Francisco, CALIFORNIA 94105-2933		
ATTORNEY DOCKET NUMBER:	366879-900100		
NAME OF SUBMITTER:	Carissa Bouwer		
SIGNATURE:	/Carissa Bouwer/		
DATE SIGNED:	03/04/2016		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“*Agreement*”) is made and entered into by and between DriveTime Sales and Finance Company, LLC, an Arizona Limited Liability Company with an address of 4020 East Indian School Road, Phoenix, AZ 85018 (“*Assignor*”), and SilverRock Group, Inc., a Delaware corporation with an address of 4020 East Indian School Road, Phoenix, AZ 85018 (“*Assignee*”).

WHEREAS, Assignor is the owner of the worldwide rights, interests and claims in, and title to all of the trademarks and service marks set forth in the table attached hereto as **EXHIBIT A** together with the common law rights and goodwill associated therewith (collectively, the “*Trademarks*”).

WHEREAS, Assignee has succeeded to the business, assets and appurtenant goodwill of the Assignor and is desirous of acquiring the Trademarks.

WHEREAS, Assignor desires to transfer its worldwide rights, interests and claims in, and title to all of the Trademarks, together with the common law rights and goodwill associated therewith and the pending applications as listed therein, to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby contributes, conveys, grants, sets over, assigns and transfers to Assignee and its successors and assigns, and Assignee hereby accepts, Assignor’s entire worldwide right, interest and claim in, and title to the Trademarks, together with the common law rights and goodwill associated therewith and the pending applications and registrations as listed in the attached **EXHIBIT A**, together with the right to sue for and collect upon all claims for profits and damages as a result of past infringement of the Trademarks, if any, in each case whether now existing or hereafter created, together with the proceeds thereof.

Assignor hereby constitutes and appoints Assignee as Assignor’s true and lawful attorney in fact, with full power of substitution in Assignor’s name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and related causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto.

Assignor on and after the Effective Date of this Agreement, shall at the reasonable request and the expense of Assignee: (a) execute and deliver or cause to be delivered any documents and further instruments of assignment consistent with the present assignment and that may be reasonably required to evidence or effectuate the assignment of the Trademarks, and (b) take or cause to be taken all such other actions, as may reasonably be deemed necessary or desirable in order for Assignee to obtain the full benefits of the present assignment of all the Trademarks and to maintain and enforce the Trademarks in all countries.

Each party represents that it has the power and authority to enter into this Trademark Assignment Agreement. If any term of this Assignment is held void, voidable, invalid, inoperative or unenforceable for any reason, the remainder of such term shall be amended to achieve as closely as possible the effect of the original term, and all other terms shall continue in full force and effect.

This Agreement shall be deemed effective as of January 1, 2016 (the “*Effective Date*”). It may be executed in any number of identical counterparts, each of which shall be deemed an original, but all of which when taken together, shall constitute one and the same

instrument.

The terms and covenants of this assignment shall inure to the benefit of Assignee, its successors and assigns, and shall be binding upon Assignor and its assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment Agreement to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

ASSIGNEE

SilverRock Group, Inc.

By: K Moore
Name: Katryn Moore
Title: Secretary

ASSIGNOR

DriveTime Sales and Finance Company, LLC

By: _____
Name: _____
Title: _____

instrument.

The terms and covenants of this assignment shall inure to the benefit of Assignee, its successors and assigns, and shall be binding upon Assignor and its assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment Agreement to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

ASSIGNEE

SilverRock Group, Inc.

By: _____
Name: _____
Title: _____

ASSIGNOR

DriveTime Sales and Finance Company, LLC

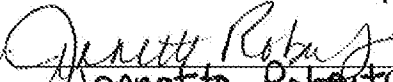


By:  _____
Name: Jennette Roberts
Title: Senior Counsel

EXHIBIT A

Trademark	Application Serial No.	Filing Date	Services
MOTION INSURANCE	86/262535	April 25, 2014	Class 36: Insurance agencies; Insurance agency and brokerage
 motion INSURANCE	86/262522	April 25, 2014	Class 36: Insurance agencies; Insurance agency and brokerage
 motion INSURANCE	86/262529	April 25, 2014	Class 36: Insurance agencies; Insurance agency and brokerage