

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461639

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LM INDUSTRIES GROUP, INC.	FORMERLY Local Motors, Inc.	01/08/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Local Motors IP, LLC		
Street Address:	44 Tehama Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4862090	LOCAL MOTORS	
Registration Number:	4832801	VERRADO	
Serial Number:	87634862	LAUNCH FORTH	
Registration Number:	3854844	RALLY FIGHTER	
Registration Number:	4540922		
Registration Number:	4545494		
Registration Number:	4860921	LM	
Serial Number:	87251878		
Serial Number:	87251872	OLLI	
CORRESPONDENCE DATA			
Fax Number:	3172317433		
<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:	317-236-1313		
Email:	dwong@btlaw.com		
Correspondent Name:	David A.W. Wong		
Address Line 1:	11 South Meridian Street		
Address Line 4:	Indianapolis, INDIANA 46204-3535		
ATTORNEY DOCKET NUMBER:	47398-100		

CH \$240.00 4862090

NAME OF SUBMITTER:	David A.W. Wong
SIGNATURE:	/dwong/
DATE SIGNED:	02/09/2018
Total Attachments: 7 source=Local Motors IP - IP Assignment (Executed) 4835-7430-3068_1#page1.tif source=Local Motors IP - IP Assignment (Executed) 4835-7430-3068_1#page2.tif source=Local Motors IP - IP Assignment (Executed) 4835-7430-3068_1#page3.tif source=Local Motors IP - IP Assignment (Executed) 4835-7430-3068_1#page4.tif source=Local Motors IP - IP Assignment (Executed) 4835-7430-3068_1#page5.tif source=Local Motors IP - IP Assignment (Executed) 4835-7430-3068_1#page6.tif source=Local Motors IP - IP Assignment (Executed) 4835-7430-3068_1#page7.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

This Intellectual Property Assignment and Assumption Agreement (this “IP Assignment”), effective as of January 8, 2018, is by and between LM Industries Group, Inc., a Delaware corporation formerly known as Local Motors, Inc. (the (“Assignor”), and Local Motors IP, LLC, a Delaware limited liability company (“Assignee”).

RECITALS

WHEREAS, Assignee and Assignor, entered into a Contribution and Exchange Agreement (the “Contribution Agreement”), dated as of January 8, 2018, pursuant to which, among other things, Assignor has agreed to convey, transfer, contribute, and assign to Assignee certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions.

AGREEMENT

NOW THEREFORE, Assignor and Assignee agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’ right, title, and interest in and to the Contributed Assets (as defined in the Contribution Agreement) including the following existing anywhere in the world, whether existing or hereafter acquired through its employees or any third parties (the “Assigned IP”):

(a) the patent applications set forth on Schedule 1 attached hereto, and all other patents issued therefrom and patent applications related thereto (the “Patents”), including any continuation, continuation-in-part, reissue, PCT or other applications and statutory invention registrations, and any industrial design rights and registrations;

(b) the trademark registrations and applications set forth on Schedule 2 attached hereto and all issuances, extensions, and renewals thereof (the “Trademarks”), together with all related common-law rights and all trade dress, design and logo marks, and with the goodwill of the business connected with the use of, and symbolized by, the foregoing;

(c) the trade name and corporate name registrations set forth on Schedule 3 attached hereto and all issuances, extensions, and renewals thereof (the “Trade Name Registrations”), together with all related common-law rights and with the goodwill of the business connected with the use of, and symbolized by, the Trade Name Registrations;

(d) the common law trademarks set forth on Schedule 4 attached hereto (the “Common Law Marks”), together with all related common-law rights and with the goodwill of the business connected with the use of, and symbolized by, the Common Law Marks;

(e) the copyright registrations set forth on Schedule 5 attached hereto and all issuances, extensions, and renewals thereof, and all other works, copyrights, including copyrights in computer software, promotional materials and any websites, data, and databases (the “Copyrights”);

(f) the domain names set forth on Schedule 6 attached hereto and all issuances, extensions, and renewals thereof (the “Domain Names”), together with all related common-law rights and with the goodwill of the business connected with the use of, and symbolized by, the Domain Names;

(g) all confidential and proprietary information, including trade secrets, know-how and rights in non-published inventions, processes, methods, algorithms and formulae (the “Trade Secrets”);

(h) the intellectual property license agreements set forth on Schedule 7 attached hereto (the “License Agreements”);

(i) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(j) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(k) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Assumption. Assignee hereby accepts such assignment and assumes all of Assignor’s duties and obligations under the Assigned IP and agrees to pay, perform and discharge, as and when due, all of the obligations of Assignor under the Assigned IP accruing on and after the Effective Date.

3. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions worldwide to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request, and at Assignee’s sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

4. Terms of the Contribution Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. 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.

5. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed

copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

6. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.


7. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and 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).

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this IP Assignment as of the date first above written.


ASSIGNOR:

LM INDUSTRIES GROUP, INC.

By: 
Name: John B. Rogers, Jr.
Title: Chief Executive Officer




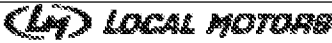

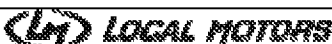

ASSIGNEE:

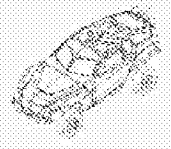



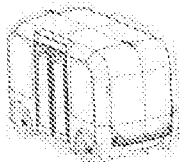
LOCAL MOTORS IP, LLC

By: 
Name: John B. Rogers, Jr.
Title: President

[Signature Page to Local Motors IP – IP Assignment and Assumption Agreement]


SCHEDULE 2
Trademarks

Trademark	Country	App. No./ Filing Date	Reg. No./ Reg. Date	Status
LOCAL MOTORS (Principal 2(F))	U.S.	86/441,689 10/31/2014	4,862,090 12/01/2015	Registered
LOCAL MOTORS	Europe (CTM)	016006975 11/04/2016	016006975 08/10/2017	Registered
LOCAL MOTORS	Australia	1,697,038 05/29/2015	1,697,038 01/16/2017	Registered
LOCAL MOTORS	Australia (Divisional)	1,854,685 06/27/2017	Office Action received June 30, 2017	Need evidence of distinction by Sep 30, 2018
 LOCAL MOTORS	Australia	1,697,039 05/29/2015	1,697,038 03/17/2016	Registered
 (Int'l Class 41)	China	14186972 03/17/2014	14186972 04/28/2015	Registered
 (Int'l Class 12)	China	14186973 03/17/2014	14186973 12/07/2017	<u>Filed</u>
 (Int'l Class 42)	China	14186971 03/17/2014	14186971 06/28/2016	Registered
 LOCAL MOTORS	Hong Kong	302848960 12/24/2013	302848960 12/24/2013	Registered
 LOCAL MOTORS	Taiwan	102072263 12/24/2013	01655888 07/16/2014	Registered
洛克	China	16422073 02/28/2015	16422073 05/28/2016	Registered
VERRADO	U.S.	86/256,922 04/19/2014	4,832,801 10/13/2015	Registered
VERRADO	Australia	1,697,814 06/02/2015	1,697,814 02/11/2016	Registered
 Launch Forth	U.S.	87/634,862 10/05/2017		Awaiting Examination

Trademark	Country	App. No./ Filing Date	Reg. No./ Reg. Date	Status
RALLY FIGHTER	U.S.	77/854,277 10/21/2009	3,854,844 09/28/2010	Registered
 (XC2V Vehicle Trade Dress - Supplemental Register)	U.S.	86/144,286 12/16/2013	4,540,922 05/27/2014	Registered
 (Rally Fighter Trade Dress - Supplemental Register)	U.S.	86/150,042 12/20/2013	4,545,494 06/03/2014	Registered
	U.S.	86/441,691 10/31/2014	4,860,921 11/24/2015	Registered
	U.S.	87/251,878 11/30/2016		Non-Final Office Action dated 10/04/2017; Response due 04/04/2018 Awaiting next action
	Madrid	1,344,270 02/07/2017		Designated Japan and Korea; Provisional Refusal in both Japan and Korea
OLLI	U.S.	87/251,872 11/30/2017		Notice of Allowance issued 08/15/2017; <u>Statement of Use due 02/15/2018</u>

Trademark	Country	App. No./ Filing Date	Reg. No./ Reg. Date	Status
OLLI	Madrid	1,343,087 01/26/2017		Designated Europe, Japan and Korea
OLLI	Singapore	4020170909 4V 05/18/2017		Published
OLLI (Int'l Class 12)	China	24292661 05/24/2017		Filed
OLLI (Int'l Class 39)	China	24292663 05/24/2017		Filed
OLLI (Int'l Class 9)	China	TBD 05/24/2017		Filed
	Europe (CTM)	016007098 11/04/2016		Opposed

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Region	Case Type	Status	Application No.	Filing Date	Registration No.	Registration Date
Europe	European Design Protection 	Issued	3718618	27-Jan-17	003718618-0001	27-Jan-17