

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900566131

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cars Registry Limited		07/28/2020	Corporation: CAYMAN ISLANDS

RECEIVING PARTY DATA

Name:	XYZ.COM LLC
Street Address:	2121 E TROPICANA AVE STE 2
City:	LAS VEGAS
State/Country:	NEVADA
Postal Code:	89119
Entity Type:	Limited Liability Company: NEVADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4985423	DRIVE YOUR BRAND

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 7027576555
 Email: grant@team.xyz
 Correspondent Name: Grant Carpenter
 Address Line 1: 2800 Olympic Blvd
 Address Line 2: Floor 1
 Address Line 4: Santa Monica, CALIFORNIA 90404

NAME OF SUBMITTER:	Grant Carpenter
SIGNATURE:	/Grant Carpenter/
DATE SIGNED:	09/08/2020

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of July 28, 2020, is made by Cars Registry Limited, a Cayman exempted company (“**Seller**”), in favor of XYZ.COM LLC, a Nevada limited liability company (“**Buyer**”), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer and Seller dated as of July 15, 2020 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller sells, conveys, assigns, transfers and delivers to Buyer, among other assets, certain trademark registration(s).

WHEREAS, the purpose of this Trademark Assignment is to further memorialize the assignment of these trademark registration(s) and to be recorded with the United States Patent and Trademark Office (“USPTO”).

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following:

(a) the trademark registration(s) described in Schedule A attached hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

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

(c) 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. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 Trademark to Buyer, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed electronically and 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 Trademark 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 Trademark Assignment.

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

[Signatures on the following page]

IN WITNESS WHEREOF, Seller has agreed to the terms of this Trademark Assignment as of the date first written above.

Cars Registry Limited

By: *Daniel Negari*
Name: Daniel Negari
Title: Director

AGREED TO AND ACCEPTED by Buyer:

XYZ.COM LLC

By: *Daniel Negari*
Name: Daniel Negari
Title: CEO

[Schedule A follows]

SCHEDULE A

Assigned Trademark(s)

1. USPTO Trademark Registration Number 4985423 for “DRIVE YOUR BRAND”