

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM633753

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	01/01/2021		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silvercar, Inc.		03/19/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Dealerware, LLC		
Street Address:	211 E. 7th Street, Suite 1000		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5384158	DEALERWARE	
Registration Number:	6106956	DEALERWARE	
Registration Number:	5920089	D DEALERWARE	
Serial Number:	90189911		
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:	5123225200		
Email:	tmcentral@pirkeybarber.com		
Correspondent Name:	Alicia Morris Groos		
Address Line 1:	1801 East 6th Street, Suite 300		
Address Line 4:	Austin, TEXAS 78702		
ATTORNEY DOCKET NUMBER:	SLVC006		
NAME OF SUBMITTER:	Alicia Morris Groos		
SIGNATURE:	/Alicia Morris Groos/		
DATE SIGNED:	03/23/2021		
Total Attachments: 3			

OP \$115.00 5384158

source=Executed Trademark_Assignment#page1.tif
source=Executed Trademark_Assignment#page2.tif
source=Executed Trademark_Assignment#page3.tif

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“**Trademark Assignment**”), effective as of January 1, 2021, is made by Silvercar, Inc., a Delaware corporation with an address of 211 E. 7th Street, Suite 1000, Austin, Texas 78701 (“**Assignor**”), and Dealerware, LLC, a Delaware limited liability company with an address of 211 E. 7th Street, Suite 1000, Austin, Texas 78701 (“**Assignee**”), pursuant to the Master Reorganization Agreement between Assignor and Assignee, dated as of January 1, 2021 (the “**Master Reorganization Agreement**”).

WHEREAS, under the terms of the Master Reorganization Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office and similar offices and authorities in other jurisdictions worldwide;

NOW, THEREFORE, Assignor agrees 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 all of Assignor’s right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth in Schedule 1 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 Assignor 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 royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) 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. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and similar offices and authorities in other jurisdictions worldwide, to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, 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 Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Master Reorganization Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Master Reorganization Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Master Reorganization 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 Master Reorganization Agreement and the terms hereof, the terms of the Master Reorganization Agreement shall govern.

4. Governing Law. This Trademark 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 Trademark 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).

5. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be 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.

6. 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.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first written above.

Silvercar, Inc.

Name: Jon Zeitler

Title: EVP, General Counsel

Signature: 

Date: 03 / 19 / 2021

Dealerware, LLC




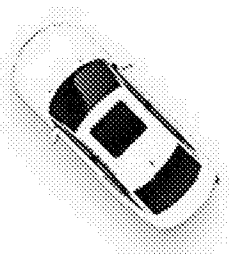
Name: Russ Lemmer

Title: President & COO

Signature: 

Date: 03 / 19 / 2021

Exhibit A
Trademark Schedule

Jurisdiction	Title	App. No.	App. Date	Reg. No.	Reg. Date
Canada	DEALERWARE	1,862,192	10/11/2017		
European Union	DEALERWARE	016251647	1/13/2017	016251647	5/12/2017
United Kingdom	DEALERWARE	UK00003379365	2/28/2019	3379365	5/17/2019
United States of America	DEALERWARE	87/420,434	4/21/2017	5,384,158	1/23/2018
United States of America	DEALERWARE	88/749,055	1/7/2020	6,106,956	7/21/2020
Canada		1,995,041	11/8/2019		
European Union		018102829	8/1/2019		
United States of America		88/429,934	5/14/2019	5,920,089	11/26/2019
United States of America		90/189,911	9/17/2020		