

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brandon Stewart		08/25/2013	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Caliber Truck Co., LLC		
Street Address:	1840 41st Avenue #102-343		
City:	Capitola		
State/Country:	CALIFORNIA		
Postal Code:	95010		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	85679701	BLOOD ORANGE	
Serial Number:	85679714	BLOOD ORANGE	
Serial Number:	85778429	CALIBER	
Serial Number:	85088650	CALIBER	
Serial Number:	85679588	CALIBER TRUCK CO	
Serial Number:	85051016	REVOLVER	
Serial Number:	85679753	VOLANTE	
Serial Number:	85336715	VOLANTE	
CORRESPONDENCE DATA			
Fax Number:	9099721639		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4157664591		
Email:	gagnier@gamallp.com		
Correspondent Name:	Christina M. Gagnier		

OP \$215.00 85679701

Address Line 1: 101 Townsend Street, Suite 312
Address Line 4: San Francisco, CALIFORNIA 94107

NAME OF SUBMITTER:	Christina M. Gagnier
Signature:	/Christina M. Gagnier/
Date:	09/03/2013

Total Attachments: 4
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into as of August 25, 2013, (the "Effective Date"), between Brandon Stewart, an individual residing at 533 41st Ave. Santa Cruz CA 95062 (the "Assignor"), and Caliber Truck Co., LLC, a California limited liability company with its principal place of business at 1840 41st Ave. #102-343, Capitola, California 95010 (the "Assignee").

WHEREAS, Assignor owns the entire right, title and interest in and to certain U.S. and foreign trademarks and services marks, both registered and unregistered, and applications for trademark and service mark registrations filed with the United States Trademark Office and foreign trademark applications, as listed in attached Exhibit A (collectively the "Marks"); and

WHEREAS Assignee desires to acquire all of Assignor's right, title and interest, in and to the Marks together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Marks to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks.

2. Assignor represents and warrants that:

- (i) Assignor owns the entire right, title and interest in and to the Marks;
- (ii) all registrations or pending applications for the Marks are currently valid and subsisting and in full force and effect;
- (iii) Assignor has not licensed the Marks to any other person or entity or granted, either expressly or impliedly, any trademark or servicemark rights with respect to the Marks to any other person or entity;
- (iv) there are no liens or security interests against the Marks;
- (v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
- (vi) execution of this Assignment and performance of Assignor's obligations hereunder does not and will not violate or conflict with any other agreement to which Assignor is a party.

3. On or before the Effective Date, Assignor shall execute and deliver to Assignee, or shall cause to be filed with the United States Patent and Trademark Office, all documents necessary to perfect a transfer, conveyance and assignment of the registration or pending trademark applications in the Marks. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Marks and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Marks.

4. Within 15 days of the execution of this Agreement, Assignee will pay Assignor the sum of \$5.

5. After the Effective Date, Assignor agrees to make no further use of the Marks or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Marks.

6. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

7. Miscellaneous.

(a) This Agreement, along with attached Exhibit A, constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

(b) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of the State of California. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

(c) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

(d) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in

such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

Assignor:



Brandon Stewart

Assignee:



Caliber Trucking Co., LLC
By: Brandon Stewart

TRADEMARK ASSIGNMENT AGREEMENT

EXHIBIT A

<u>Serial No.</u>	<u>Country</u>	<u>Title/Mark</u>	<u>File Date</u>	<u>Reg. Date</u>	<u>Registration No.</u>
85679701	US	BLOOD ORANGE	7/17/12		
85679714	US	BLOOD ORANGE	7/17/12		
85778429	US	CALIBER	11/13/12		
85088650	US	CALIBER	7/20/10	6/12/12	4158360
85679588	US	CALIBER TRUCK CO.	7/17/12		
85051016	US	REVOLVER	5/30/10		
85679753	US	VOLANTE	7/17/12		
85336715	US	VOLANTE	6/2/11	6/12/12	4159029