

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385867

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tomberlin Automotive Group, Inc.		07/03/2015	Corporation:
RECEIVING PARTY DATA			
Name:	Columbia ParCar Custom Carts, Inc.		
Street Address:	2505 Industrial St		
City:	Leesburg		
State/Country:	FLORIDA		
Postal Code:	34748		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4715631	TOMBERLIN	
Registration Number:	4715629	T TOMBERLIN	
Registration Number:	4074617	TOMBERLIN VANISH	
Registration Number:	3978642	VANISH	
Registration Number:	4218770	ANVIL	
Registration Number:	4224110	FRONTWIDE TECHNOLOGY	
Registration Number:	4228640	OPERATOR IN CHARGE	
Registration Number:	3901434	GENERATION RIDE	
Registration Number:	3981988	BLACKWOOD	
Registration Number:	3833494		
CORRESPONDENCE DATA			
Fax Number:	6083552287		
<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:	608-356-2130		
Email:	dpillar@nordicgroup.com		
Correspondent Name:	Nordic Group of Companies		
Address Line 1:	715 Lynn Ave, Ste 100		
Address Line 2:	Deborah Pillar		

OP \$265.00 4715631

Address Line 4: Baraboo, WISCONSIN 53913

NAME OF SUBMITTER: Deborah J Pillar

SIGNATURE: /Deborah J Pillar/

DATE SIGNED: 05/27/2016

Total Attachments: 7

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ASSIGNMENT

This Assignment, dated July 3, 2015, is by and between Tomberlin Automotive Group, Inc., a Georgia corporation, as assignor ("Assignor"), and Columbia Par-Car Custom Carts, Inc., a Florida corporation, as assignee ("Assignee"), to be effective on July 9, 2015 (the "Effective Date").

RECITALS

WHEREAS, Assignor, Assignee and Michael Tomberlin entered into a Purchase Agreement dated April 10, 2015 (the "Purchase Agreement") pursuant to which Assignee acquired certain of the assets of Assignor, including the assets set forth in this Assignment. Assets, inventory items and prototypes not purchased will be excluded from this assignment.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. ASSIGNMENT

1.1 ASSIGNEE DOES HEREBY ASSUME, AND ASSIGNOR DOES HEREBY ASSIGN, TRANSFER AND CONVEY TO ASSIGNEE, AS OF THE EFFECTIVE DATE, ALL OF ASSIGNOR'S RIGHTS, TITLE, INTEREST, PRIVILEGES, DUTIES, AND OBLIGATIONS IN, TO AND UNDER ASSIGNOR'S INTELLECTUAL PROPERTY AND INVENTIONS, INCLUDING WITHOUT LIMITATION, THE TRADEMARKS SET FORTH ON EXHIBIT A ATTACHED HERETO, AND THE PATENTS SET FORTH ON EXHIBIT B ATTACHED HERETO (COLLECTIVELY, THE "ASSETS").

For purposes of this Assignment, Intellectual Property shall mean all of Assignor's patents, utility rights, design rights, trademarks and all applications for the foregoing, registered design rights, database rights, copyright, know-how, manufacturing methods, confidential information, and trade secrets, whether registered or unregistered, and subsisting anywhere in the world and any similar rights existing in any country.

For purposes of this Assignment, Inventions shall mean all of Assignor's discoveries, improvements, suggestions, ideas, innovations, know-how, whether or not patentable.

1.2 THIS ASSIGNMENT SHALL BE EFFECTIVE AS OF THE EFFECTIVE DATE AND SHALL APPLY TO ALL RIGHTS, TITLE, INTEREST, PRIVILEGES, DUTIES, AND OBLIGATIONS ARISING WITH RESPECT TO PERIODS THEN OR THEREAFTER BEGINNING.

II. REPRESENTATIONS AND WARRANTIES

2.1 ASSIGNOR MAKES THE FOLLOWING REPRESENTATIONS AND WARRANTIES, WHICH SHALL SURVIVE THE EXECUTION OF THIS ASSIGNMENT:

(A) ASSIGNOR IS VALIDLY ORGANIZED AND EXISTING UNDER THE LAWS OF GEORGIA;

(B) THIS ASSIGNMENT IS VALID AND BINDING UPON AND FULLY ENFORCEABLE AGAINST ASSIGNOR ACCORDING TO ITS TERMS, AND ITS EXECUTION AND PERFORMANCE DOES NOT VIOLATE ANY STATE OR OTHER LAW, INCLUDING ANY LAW REQUIRING REGULATORY APPROVAL, OR OTHER OBLIGATION, INCLUDING CONTRACTUAL OBLIGATIONS, OF ASSIGNOR;

(C) ASSIGNOR HAS HAD COMPLETE AND ADEQUATE ACCESS TO ALL MATERIAL INFORMATION CONCERNING THIS ASSIGNMENT AND, IN EXECUTING IT, ASSIGNOR HAS PERFORMED AND RELIED SOLELY UPON ITS OWN INVESTIGATION AND INQUIRIES, AND IT HAS NOT RELIED UPON ANY REPRESENTATION, OPINION OR ESTIMATE NOT CONTAINED IN THIS ASSIGNMENT; AND

(D) THE ASSIGNOR OWNS ALL RIGHTS, TITLE AND INTEREST IN AND TO THE ASSETS ASSIGNED HEREUNDER, FREE AND CLEAR OF ANY LIENS, CLAIMS, ENCUMBRANCES, AND RESTRICTIONS.

2.2 ASSIGNEE MAKES THE FOLLOWING REPRESENTATIONS AND WARRANTIES, WHICH SHALL SURVIVE THE EXECUTION OF THIS ASSIGNMENT:

(A) ASSIGNEE IS VALIDLY ORGANIZED AND EXISTING UNDER THE LAWS OF FLORIDA;

(B) THIS ASSIGNMENT IS VALID AND BINDING UPON AND FULLY ENFORCEABLE AGAINST ASSIGNEE ACCORDING TO ITS TERMS, AND ITS EXECUTION AND PERFORMANCE DOES NOT VIOLATE ANY STATE OR OTHER LAW, INCLUDING ANY LAW REQUIRING REGULATORY APPROVAL, OR OTHER OBLIGATION, INCLUDING CONTRACTUAL OBLIGATIONS, OF ASSIGNEE; AND

(C) ASSIGNEE HAS HAD COMPLETE AND ADEQUATE ACCESS TO ALL MATERIAL INFORMATION CONCERNING THIS ASSIGNMENT AND THAT, IN EXECUTING IT, ASSIGNEE HAS PERFORMED AND RELIED SOLELY UPON ITS OWN INVESTIGATION AND INQUIRIES, AND IT HAS NOT RELIED UPON ANY REPRESENTATION, OPINION OR ESTIMATE NOT CONTAINED IN THIS ASSIGNMENT.

III. MISCELLANEOUS

3.1 THE ASSIGNMENT REPRESENTS THE ENTIRE AGREEMENT AMONG THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, AND SUPERSEDES ANY PRIOR OR CONTEMPORANEOUS ORAL OR WRITTEN AGREEMENTS RELATING THERETO.

3.2 THIS ASSIGNMENT MAY BE EXECUTED IN COUNTERPARTS, EACH OF WHICH SHALL BE AN ORIGINAL, BUT ALL OF WHICH TOGETHER SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT.

3.3 ASSIGNMENT, SUCH NOTICE SHALL BE SUFFICIENT IF DELIVERED PERSONALLY OR ADDRESSED, WITH FIRST CLASS REGISTERED POSTAGE PREPAID, AND DEPOSITED IN THE MAIL TO THE ADDRESSES SET FORTH IN THE PURCHASE AGREEMENT FOR EACH PARTY.

3.4 EACH PARTY HERETO SHALL EXECUTE AND DELIVER ANY AND ALL SUCH INSTRUMENTS AND TAKE ANY AND ALL SUCH ACTIONS AS ANY OTHER PARTY HERETO MAY REASONABLY REQUEST FROM TIME TO TIME IN ORDER TO BETTER CONFIRM OR GIVE EFFECT TO THE PROVISIONS OF THIS ASSIGNMENT.

3.5 THIS ASSIGNMENT SHALL BE INTERPRETED UNDER AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE LAWS OF FLORIDA.

IN WITNESS WHEREOF, Assignor, Assignee, and Company have, by their respective duly authorized officers, executed this Assignment on the dates shown below.

ASSIGNOR:


Tomberlin Automotive Group, Inc.

By  AS ITS PRESIDENT

Michael Tomberlin, President

ASSIGNEE:

Columbia Par-Car Custom Carts of Florida, Inc.

By:  _____

Todd L. Sauey, President

EXHIBIT A

Trademarks

SCHEDULE 1.1(h)

INTELLECTUAL PROPERTY

The following is a true, correct and complete list of all material trademarks, copyrights and patents owned by Seller that are part of this transaction:

TOMBERLIN TRADEMARKS, COPYRIGHTS & PATENTS

Status	Owner	Application Filing Dates	Registration Dates/Status Dates	Renewal Dates	Serial Numbers
Registered	TAG	8/15/14	8/15/14		86368152
Registered	TAG	8/15/14	8/27/14		86368121
	TAG	8/15/14	8/15/14		86368383
Registered	TAG	1/25/10	12/20/11	12/20/16	77919342
Registered	TAG	4/24/09	6/14/11	6/14/16	77721402
Registered	TAG	4/12/11	12/2/12	12/2/17	85292684
Registered	TAG	6/22/11	10/16/12	10/16/17	85353601
Registered	TAG	6/22/11	10/23/12	10/23/17	85353607
Registered	TAG	7/1/09	1/4/11	1/4/16	7772518
Suspended	TAG				
Suspended	TAG				
Registered	PowerGroup Error in Ownership	4/24/09	6/21/11	6/21/16	77721410
Abandoned	V8C Renewed, Need assignment in event Buyer Desires this				

EXHIBIT B

Patents

unapproved mark

Status	Owner	Application Filing Dates	Registration Dates/Status Dates	Renewal Date	Serial Numbers	Registration Numbers
Registered	TAG			8/17/16		3833494
Registered	TAG			10/27/19		1171529
Registered	TAG			4/9/20		199942
Registered	TAG	5/20/09	5/19/10	5/18/20	CN 301214785 S	1222700
Registered	TAG	5/20/09	5/19/10	5/18/20	CN 301214784 S	1223446
Registered	TAG	5/20/09	5/19/10	5/18/20	CN 301214783 S	1217575
Registered	TAG		6/28/09	6/27/19		5562045
Registered	TAG		6/21/09	6/20/20		5562051
Registered	TAG		6/21/09	6/20/20		5562048