

ASSIGNMENT

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

RECITALS

WHEREAS, Assignor and Assignee 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.

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 (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 Florida;

(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 Wisconsin;

(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 Wisconsin.

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

ASSIGNOR:

Columbia ParCar – Custom Carts, Inc.

By 
Dana Roberts, Assistant Secretary

ASSIGNEE:

Columbia Vehicle Group, Inc.

By: 
Dana Roberts, Assistant Secretary

EXHIBIT A

Trademarks

Trademark	Treatment	Country	Registration #	Serial #	Registration Date
Emerge	Trade Dress	Mexico	1171529		
Emerge	Trade Dress	Costa Rica	4715629	86368121	4-7-2015
Tomberlin	Design	USA	4715631	86368152	4-7-2015
Vanish	Word	USA	3978642	77721402	6-14-2011
E-Merge	Word	USA	4840105	86520937	10/27/2015
Tomberlin Vanish	Word	USA	4074617	77919342	12-20-2011
Tomberlin	Word	Australia	1441029		3-9-2012
Anvil	Word	USA	4218770	85292684	10-2-2012
Emerge (drawing)	Trade Dress	China	1401.1	ZL20093018	5-19-2010
Emerge (drawing)	Trade Dress	China	1402.6	ZL20093018	5-19-2010
Emerge (Drawing)	Trade Dress	China	1404.5	ZL20093018	5-19-2010
Tomberlin	Word Mark	China	5562045	P017544497	6-28-2009
T (Wings)	Design	China	5562051	P017544497	6-21-2009
T (Wings) Tomberlin	Design	China	5562048	P017544497	6-21-2009