

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
Merchants Auto Group, Inc.		11/18/2011	CORPORATION: NEW HAMPSHIRE
RECEIVING PARTY DATA			
Name:	Ford Motor Company		
Street Address:	One American Road		
City:	Dearborn		
State/Country:	MICHIGAN		
Postal Code:	48126		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3895251	GO FURTHER	
CORRESPONDENCE DATA			
Fax Number:	(801)366-7706		
Phone:	801-366-7709		
Email:	jason@hpalaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Jason Eves		
Address Line 1:	560 E 200 S		
Address Line 2:	Ste 300		
Address Line 4:	Salt Lake City, UTAH 84102		
NAME OF SUBMITTER:	Jason P. Eves		
Signature:	/Jason Eves/		
Date:	12/02/2011		
Total Attachments: 2 source=2011-11-18 TM assignment from Merchants to Ford#page1.tif source=2011-11-18 TM assignment from Merchants to Ford#page2.tif			

OP \$40.00 3895251

EXHIBIT A
ASSIGNMENT OF TRADEMARKS AND SERVICEMARKS

THIS ASSIGNMENT OF TRADEMARKS AND SERVICEMARKS is made as of the 18th day of November 2011, by Merchants Automotive Group, Inc., a New Hampshire company with its principal place of business at 1278 Hooksett Road, Hooksett, NH 03106 ("Assignor"), to Ford Motor Company, a Delaware corporation with its principal place of business at One American Road, Dearborn, Michigan 48126 ("Assignee").

RECITALS

Assignee and Assignor are parties to a Trademark Purchase Agreement dated as of November, 18 2011 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor certain Trademarks and Service Marks. Pursuant to the Agreement, Assignor has agreed to execute such instruments as Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign service marks, trademarks, trademark applications and trade names, including without limitation the service marks, trademarks, service mark and trademark applications for U.S. Registration Number 3,895,251 for GO FURTHER (all of the foregoing being referred to herein as the "Marks").

ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Trademarks and Servicemarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Trademarks and Servicemarks not been made.

Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefor, do all things necessary, proper, or advisable, including

without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Marks and the assignment contemplated hereby. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment of Trademarks and Servicemarks, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as their agents and attorneys-in-fact with full power of substitution to act for and on their behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademarks and Servicemarks shall be governed by and construed in accordance with the laws of the State of Michigan without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Trademarks and Servicemarks as of the date first above written.

ASSIGNOR

MERCHANTS AUTOMOTIVE GROUP,
INC.

By: 

Name: Philip B. Ryan

Title: Chief Executive Officer