FORM PTO-1618A
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MRD 1/7/00

02-07-2000

101259860

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [X] Assignment
- [ ] License
- [ ] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year

Conveying Party

[ ] Mark if additional names of conveying parties attached

Execution Date Month Day Year: 11301999

Name: Discount Auto Parts, Inc.

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other

[X] Citizenship/State of Incorporation/Organization: FL

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: DAP Asset Management, Inc.

DBA/AKA/TA:

Composed of:

Address (line 1): 300 Delaware Avenue

Address (line 2): 9th Floor - DE 5403

Address (line 3): Wilmington (City) DE (State/Country) 19801 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[X] Corporation [ ] Association

[ ] Other

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

[X] Citizenship/State of Incorporation/Organization: DE

02/07/2000 DNGUYEN 00000079 75646744

01 FC:481 40.00 OP
02 FC:482 175.00 OP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments , Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 813-223-7474

Name Day, Phillip G.

Address (line 1) 101 E. Kennedy Blvd.

Address (line 2) Suite 2700

Address (line 3) P.O. Box 1102

Address (line 4) Tampa, FL 33601-1102

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 11

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
75646744	75606291	75778546	2228513	1999164	
75/859025	75/859026	75/849398			

Number of Properties

Enter the total number of properties involved. # 8

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 215.00

Method of Payment: Enclosed [X] Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes ☐ No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

C. Michael Moore — Name of Person Signing

Signature

11-30-99 — Date Signed

ASSIGNMENT AGREEMENT

Registered and Pending Trademarks

THIS AGREEMENT is made and entered into this 30th day of November 1999, by and between Discount Auto Parts, Inc., a Florida corporation, having an office and principal place of business at 4900 Frontage Road, South, Lakeland, Florida 33815 ("Assignor") and DAP Asset Management, Inc., a Delaware corporation, having an office and principal place of business at 300 Delaware Avenue, Suite 1205, Wilmington, Delaware 19801 ("Assignee").

W I T N E S S E T H

WHEREAS, Assignor owns the marks, copyrights, patents, license agreements, Internet domain names and other intangibles as shown in the attached Exhibit A which it uses in the operation of its business and it uses to identify certain of its products, together with the goodwill symbolized by such marks (collectively, the "Marks");

WHEREAS, Assignor has previously used various marks incorporating the words "Discount Auto Parts" and such other words as described on Exhibit A, and owns the residual goodwill of its business resulting from its earlier use of such marks ("Previously Used Marks");

WHEREAS, Assignee desires to acquire from Assignor and Assignor desires to assign to Assignee said Marks together with the goodwill of its business symbolized thereby as well as any residual goodwill of its business symbolized by the Previously Used Marks;

WHEREAS, Assignee is a wholly owned subsidiary of Assignor; and

WHEREAS, Assignor has agreed to assign to Assignee the Marks and the Previously Used Marks;

NOW, THEREFORE, for and in consideration of the premises, covenants, representations and warranties hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Consideration for Assignment. Assignor hereby transfers all Marks and Previously Used Marks to Assignee as an additional capital contribution.

2. Assignment. Assignor hereby assigns to Assignee all right, title and interest in and to the Marks and Previously Used Marks, together with the goodwill symbolized thereby, including any underlying copyrights represented by such Marks and Previously Used Marks. With respect to any underlying copyrights represented by such Marks and Previously Used Marks, such interests and rights shall be held to the full term for which the copyright or any renewal or extension thereof are or may be granted. With respect to any filed trademark applications listed on Exhibit A, the Commissioner of Patents and Trademarks is requested to issue the certificate of registration of such trademarks to Assignee.

3. Warranties and Representations. Assignor represents and warrants to Assignee that:

3.1 Assignor is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida.

3.2 Assignor has full corporate authority to execute this Agreement, and this Agreement and the terms and conditions hereof have been duly authorized by all requisite corporate authority and will not result in a violation of any of the provisions of Assignor's corporate charter, bylaws or any agreement to which Assignor may be a party.

3.3 Assignor is the owner of the Marks and the Previously Used Marks, no other person or entity has any security interest in the Marks or Previously Used Marks, in any registrations thereof, or in any applications to register the Marks or Previously Used Marks, and there have been no prior assignments of the Marks or Previously Used Marks registrations thereof, or any applications to register the Marks or the Previously Used Marks.

3.4 Any and all licenses to use the Marks or the Previously Used Marks granted by Assignor have been terminated as of the date of this Agreement except as provided in Exhibit B. Moreover, no person or entity is using the Marks or the Previously Used Marks with Assignor's permission or pursuant to any agreement with Assignor.

3.5 The Marks and the Previously Used Marks have been used by Assignor without the receipt of any claims of infringement or demands for cessation of use from third parties except as provided in Exhibit C, and Assignor has not abandoned or discontinued its use of the Marks.

3.6 There are no actions, suits, claims or proceedings pending or, to Assignor's knowledge, threatened against Assignor in any court or before any governmental agency which might have an adverse affect on the Marks or the Previously Used Marks or the services identified by the Marks or the Previously Used Marks. Assignor is not subject to any order, writ, injunction or decree of any court or governmental agency which would prevent or impede the assignment of the Marks or the residual goodwill in the Previously Used Marks, or which has created or would create a lien thereon, or would affect or interfere with Assignee's use thereof or its rights therein except as provided in Exhibit C.

3.7 Assignor has no knowledge or notice of any registrations or applications, other than those filed by Assignor, to register the Marks or the Previously Used Marks anywhere in the world.

4. Indemnification by Assignor. Assignor shall indemnify and hold harmless Assignee, its successors and assigns, at all times after the date of this Agreement, against:

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4.1 Any and all damages or deficiencies resulting from any misrepresentation or breach of warranty, or from any other misrepresentation in or omission from any certificate or other instrument furnished or to be furnished Assignee pursuant to this Agreement;

4.2 Any loss, damage, liability or expense resulting from, or arising out of any claim by any customer of Assignor relating to any act or admission by Assignor in connection with any services rendered by Assignor under any Marks or Previously Used Marks.

4.3 Any actions, suits, proceedings, demands, assessments, judgments, costs and expenses, including attorney's fees, incident to any of the foregoing. Assignor shall hold Assignee harmless for any damage, loss, or expense incurred by Assignee at any time after the execution of this Agreement with respect to any of the foregoing indemnities.

5. Breach of Agreement. If either party breaches a term of this Agreement, the other party shall notify such party in writing of such breach and such party shall have thirty (30) days after the date of its receipt of such notice within which to cure its breach. If such breach is not cured within said thirty (30) day period, the other party may, at its option, sue to enjoin such breach, sue for damages resulting from such breach, terminate this Agreement, or exercise all such remedies. In the event that such suit is instituted, the breaching party shall be obligated to reimburse the nonbreaching party for its reasonable attorney's fees and court costs incurred. The provisions of this paragraph are in addition to and not in limitation of those rights, remedies and duties provided elsewhere in this Agreement and by law.

6. Third Party Infringement. In the event any third party violates Assignee's right, title and interest in and to said Marks, Assignor agrees to cooperate fully with Assignee to terminate such violations. Such cooperation shall include assistance in the preparation of infringement cases, including, but not limited to, the facilitation of personnel, documentation and other assistance necessary to defend said Marks. Assignee has the exclusive right to prosecute and defend at its own expense all suits or proceedings before governmental agencies which involve in any way validity of, title to, or infringement of the Marks.

7. Miscellaneous.

7.1 Severability. Should any part or provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions will not be affected by such holding.

7.2 Applicable Law. The validity and effect of this Agreement is governed by and construed in accordance with the laws of the State of Florida.

7.3 Notice. Whenever this Agreement permits or requires that notice be given, such notice must be in writing and is deemed given when actually received or five (5) days after having been deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid, and addressed:

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If to assignor. to:

Discount Auto Parts, Inc.
Attn: C. Michael Moore
4900 Frontage Rd., South
Lakeland, FL 33815

If to Assignee, to:

DAP Asset Management, Inc..
Attn: Linda S. Bubacz
300 Delaware Ave., Ste. 1205
Wilmington, DE 19801

or to such other address as either party shall designate in a notice to the other given as provided herein.

7.4 Successors. All the provisions hereof bind and inure to the benefit of Assignee, its successors, assigns, and representatives and Assignors, its successors and representatives.

7.5 Headings. Paragraph headings included in this Agreement are for convenience only and are not to affect the interpretation of, or be taken into consideration in interpreting this Agreement.

7.6 Incorporation of Exhibits. Exhibit A is expressly made part of this Agreement, is incorporated by reference, and shall be given the same force and effect as if said Exhibit was included within the body of this Agreement.

7.7 Waiver; Modification. No change or modification of this Agreement will be valid or binding on the parties, nor will any waiver of any term or condition be deemed a waiver of any such term or condition in the future, unless such change or modification or waiver is in writing and signed by the parties.

7.8 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral.

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IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

Discount Auto Parts, Inc.

By: _____
Name: C. Michael Moore
Title: Chief Financial Officer

DAP Asset Management, Inc.

By: _____
Name: Linda S. Bubacz
Title: Secretary/Treasurer

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IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

Discount Auto Parts, Inc.

By: _____
Name: C. Michael Moore
Title: Chief Financial Officer

DAP Asset Management, Inc.

By: _____
Name: Linda S. Bubacz
Title: Secretary/Treasurer

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EXHIBIT A

INTELLECTUAL PROPERTY

INTELLECTUAL PROPERTY

Marks registered or pending with the United States Patent and Trademark Office

Federal Mark	Ser./Reg. No.	Filing/ Reg Date	IC	Goods/Services
Discount Auto Parts [Trade dress]	SN 75/849398	filed 11/16/99 reg. pending	35	Distributorship services in the field of automotive parts
PRO2CALL	Reg. No. 2,228,513	filed 2/18/98 reg. 3/2/99	35	Distributorship services in the field of automotive parts
GO WITH THE PROS YOU KNOW	Reg. No. 1,999,164	filed 1/9/95 reg. 9/10/96	42	Retail store services featuring automotive parts and accessories
SPARK FORCE	SN 75/646,744	filed 2/23/99 reg. pending	12	Automotive parts, namely automotive ignition wires, spark plugs, spark plug wires, and spark plug wire sets.
THE PLACE TO START WHEN YOU NEED PARTS	SN 75/606,291	filed 12/15/98 reg. pending	35	Distributorship services in the field of automotive parts
parts express	SN 75/778546	filed 8/18/99 reg. pending	35	Distributorship services in the field of automotive parts
Car Care 101	SN 75/859025	filed 11/29/99 reg. pending	41	Educational services in the field of vehicle use, care, and maintenance in the nature of "how-to" and preventive vehicle care clinics and seminars, including providing vehicular information and products via a global computer network
CAR CARE 101	SN 75/859026	filed 11/29/99 reg. pending	41	Educational services in the field of vehicle use, care, and maintenance in the nature of "how-to" and preventive vehicle care clinics and seminars, including providing vehicular information and products via a global computer network

INTELLECTUAL PROPERTY
State Registered Marks

State Marks	Ser./Reg. No.	Filing/ Reg Date	IC	Goods/Services
DISCOUNT AUTO PARTS	Florida Reg. 922243	filed 4/11/80 renewed 4/11/90	15, 23, 50	(15) oils and greases; (23) cutlery, machinery, and tools, and parts thereof; (50) merchandise not otherwise classified
ROSE AUTO STORES	Florida Reg. T93000000171	filed 3/9/93	42	Retail/wholesale services and sale of automotive parts and accessories
DRIVING HOME THE SAVINGS	Florida Reg. T95000000733	filed 6/13/95	42	Retail services in the Automotive Parts Field
MR. DO-IT	Florida Reg. 925778		42	Retail/wholesale services sale of automotive parts and accessories
DESIGN OF SMILING MAN CARRYING TOOLS AND WALKING	T93000000161	03/09/1993	42	Retail/wholesale services sale of automotive parts and accessories

EXHIBIT B

LICENSES

License to Daytona International Speedway in connection with sponsorship of the "Discount Auto Parts 200" race.

EXHIBIT C

CLAIMS AGAINST PROPERTY

NONE