

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
One Stop Undercar, Inc.		07/31/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	One Stop Parts Source, LLC
Street Address:	2938 S. Daimler Street
City:	Santa Ana
State/Country:	CALIFORNIA
Postal Code:	92705
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	2390854	ONE STOP
Registration Number:	3207445	ONE STOP PARTS SOURCE
Registration Number:	3526301	ONE STOP UNDERCAR

CORRESPONDENCE DATA	
Fax Number:	2139559511
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	(213) 955-9500
Email:	george.busu@limruger.com
Correspondent Name:	George Busu
Address Line 1:	1055 West Seventh Street, Suite 2800
Address Line 4:	Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER:	3119-03
NAME OF SUBMITTER:	George Busu

OP \$90.00 2390854

Signature:	/gbusu/
Date:	08/26/2013
Total Attachments: 3 source=1#page1.tif source=1#page2.tif source=1#page3.tif	

TRADEMARK ASSIGNMENT



This TRADEMARK ASSIGNMENT (this “**Assignment**”) is entered into by One Stop Undercar, Inc., a California corporation (“**Assignor**”), as assignor, in favor of One Stop Parts Source, LLC, a California limited liability company (“**Assignee**”), as assignee, with reference to the following facts and circumstances:

Whereas, Assignor and Uriman, Inc., a California corporation (“**Uriman**”) are parties to that certain Asset Purchase Agreement dated as of July 10, 2013, as amended and restated in that certain Amended and Restated Asset Purchase Agreement dated as of July 31, 2013 (the “**Agreement**”), which Agreement provides for, among other things, the sale of certain assets by Sellers to Uriman. Capitalized terms used but not otherwise defined herein shall have the meaning given to such terms in the Agreement.

Whereas, Uriman has assigned its rights as “Buyer” under the Agreement to Assignee pursuant to the provisions of Section 13.9 of the Agreement.

Whereas, in connection with the Agreement, it is the desire of Assignor to hereby assign and transfer to Assignee all of Assignor’s right, title and interest, in and to the Trademarks as set forth in the Agreement.

WHEREAS, Assignor is the proprietor of the following United States Trademark registrations (the “**Trademarks**”):

Trademark	Registration No.	Issue Date
	2,390,854	October 3, 2000
	3,207,445	February 13, 2007
ONE STOP UNDERCAR	3,526,301	November 4, 2008

WHEREAS, Assignee desires to acquire all right, title and interest in and to these Trademarks and related rights, including Assignor’s portion of the business to which these marks pertain and the goodwill of the Assignor with respect to these marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby irrevocably assign and transfer unto Assignee all right, title and interest of Assignor in and to the Trademarks, including without limitation, the Trademark registrations identified above, together with the goodwill of the business symbolized by the marks, as well as its entire right, title and interest in and to any and all common law rights to the Trademarks, and any and all claims and demands it may have either at law or in equity arising out of any past infringements.

Notwithstanding any other provision of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions of the Agreement, including representations, warranties, covenants, agreements, conditions, or in general any of the rights and remedies and any of the obligations of Sellers (including Assignor) or Assignee set forth in the Agreement. This Assignment is intended only to effect the transfer of the Trademarks as agreed by the parties pursuant to the Agreement and shall be governed entirely in accordance with the terms and conditions of the Agreement. In the event that any provisions of this Assignment shall be construed to conflict with any provision in the Agreement, the provision in the Agreement shall control.

Assignor does hereby expressly agree that procedures be taken with the United States Patent and Trademark Office singly by Assignee to record the transfer of the Trademarks to Assignee.

In testimony whereof, Assignor has caused this Assignment to be executed by its officer thereunto duly authorized.


One Stop Undercar, Inc.

Dated: July 31, 2013

By: _____

Name:

Title:


Frederick Myers
PRESIDENT