

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
Econo Lube N'Tune, LLC		10/29/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	TKB Auto Group, Inc.		
Street Address:	115 224th Ave. SE		
City:	Sammamish		
State/Country:	WASHINGTON		
Postal Code:	98074		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1339527	WALT'S RADIATOR MUFFLER	
Registration Number:	1993611	WALT'S	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	704-644-8113		
Email:	sarah.heath@drivenbrands.com		
Correspondent Name:	Sarah Workman		
Address Line 1:	440 S. Church St.		
Address Line 2:	Suite 700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	WALT'S SALE		
NAME OF SUBMITTER:	Sarah Workman		

OP \$65.00 1339527

Signature:	//Sarah Workman//
Date:	01/15/2014
Total Attachments: 3 source=Walts Trademark Assignment#page1.tif source=Walts Trademark Assignment#page2.tif source=Walts Trademark Assignment#page3.tif	

ASSIGNMENT AND ASSUMPTION OF TRADEMARKS

THIS ASSIGNMENT AND ASSUMPTION OF TRADEMARKS (this "Assignment") is made as of this 29th day of October, 2013, by and between Econo Lube N'Tune, LLC, a Delaware limited liability company ("Assignor") and TKB Auto Group, Inc., a Washington corporation ("Assignee").

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated September 22, 2013 (the "Purchase Agreement") for the purchase of the assets and assumption of certain liabilities of Assignor;

WHEREAS, Assignor is the owner of all right, title and interest in the Trademarks, including the trade names, service marks associated logos and commercial symbols described in Exhibit A (the "Trademarks");

WHEREAS, Assignor desires to assign to Assignee its rights and interests in and to the Trademarks and Assignee desires to assume from Assignor, all right, title and interest of Assignor in and to the Trademarks;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the parties hereto, intending to be legally bound, agree as follows:

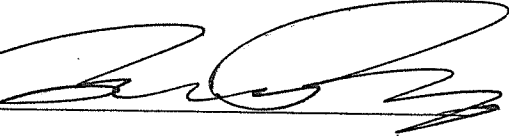
1. Assignor does hereby assign and transfer to Assignee all of Assignor's rights, title and interest in and to the Trademarks.
2. Assignee hereby assumes and agrees to perform and discharge the liabilities (as described in the Purchase Agreement) of the Assignor in the Trademarks.
3. This Assignment shall inure to the benefit of and be binding upon Assignor and Assignee and their respective successors and assigns.
4. This Assignment may not be modified or amended orally or by any course of conduct or usage of trade, but only by an agreement in writing duly executed by Assignor and Assignee.
5. Any waiver of a breach of any provisions of this Assignment shall be limited to the particular breach, shall not be deemed to be a continuing waiver of the same breach and shall not be deemed a waiver of any other provision of this Assignment.
6. This Assignment may be signed in one or more counterparts each of which shall be deemed an original and together shall constitute one and the same instrument.

7. All capitalized words used herein which are not otherwise defined shall have the meaning ascribed to them in the Purchase Agreement and the Trademarks as context dictates.
8. This Assignment is executed and delivered pursuant to the Purchase Agreement and in all respects is subject to the covenants, representations, warranties and other provisions thereof. No provision set forth in this Assignment shall be deemed to enlarge, reduce alter, modify or amend the terms or provisions of the Purchase Agreement or the Trademarks; therefore, in the event of any conflict between the provisions of this Assignment and the provisions of the Purchase agreement, the provisions of the Purchase Agreement shall control. This Assignment shall inure to the benefit of and be binding upon each of the parties and their respective successors and assigns.
9. This Assignment shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to the conflict of laws provisions thereof.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered effective as of the date first written above.

ASSIGNOR:

Econo Lube N'Tune LLC

By: 

ASSIGNEE:

TKB Auto Group, Inc.


By: 
Theodore Laurent Benoit

EXHIBIT A

Word Mark WALT'S RADIATOR MUFFLER
Goods and Services IC 037. US 103. G & S: Radiator and Muffler Repairs and Servicing. FIRST USE: 19800509. FIRST USE IN COMMERCE: 19800509
Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code 14.03.02 - Bolts; Fasteners, bolts; Fasteners, nails; Fasteners, screws; Nails (hardware); Nuts (hardware); Rivets; Screws; Tacks, thumb; Thumbtacks
14.05.03 - Wrenches
27.03.05 - Objects forming letters or numerals
Serial Number 73490155
Filing Date July 16, 1984
Published for Opposition March 26, 1985
Registration Number 1339527
Registration Date June 4, 1985

Word Mark WALT'S
Goods and Services IC 037. US 100 103 106. G & S: vehicle repair and maintenance. FIRST USE: 19800500. FIRST USE IN COMMERCE: 19800500
Mark Drawing Code (5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM
Serial Number 74735120
Filing Date September 28, 1995
Published for Opposition May 21, 1996
Registration Number 1993611
Registration Date August 13, 1996