

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LubePro's International, Inc.		08/29/2013	CORPORATION: ILLINOIS

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Grease Monkey Franchising, LLC
<b>Street Address:</b>	7450 E. Progress Place
<b>City:</b>	Greenwood Village
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80111
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: COLORADO

<b>PROPERTY NUMBERS Total: 5</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	1470959	LUBE PRO'S
Registration Number:	1470958	LUBE PRO'S
Registration Number:	1518306	LUBEPRO'S
Registration Number:	1820158	LUBEPRO'S WHEN IT'S TIME FOR A CHANGE
Registration Number:	1998203	WHEN IT'S TIME FOR A CHANGE

<b>CORRESPONDENCE DATA</b>	
Fax Number:	3032963956
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	303-292-2400
Email:	tupperk@ballardspahr.com
Correspondent Name:	Lynne M. Hanson
Address Line 1:	1225 17th Street, Suite 2300
Address Line 4:	Denver, COLORADO 80202

<b>ATTORNEY DOCKET NUMBER:</b>	00101146
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NAME OF SUBMITTER:	Lynne M.Hanson
Signature:	/Lynne M. Hanson/
Date:	02/14/2014
<b>Total Attachments: 4</b> source=Grease Monkey - Trademark Assignment#page1.tif source=Grease Monkey - Trademark Assignment#page2.tif source=Grease Monkey - Trademark Assignment#page3.tif source=Grease Monkey - Trademark Assignment#page4.tif	

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") dated as of August 29, 2013, is by and between Grease Monkey Franchising, LLC, a Colorado limited liability company ("Franchise Buyer"), and LubePro's International, Inc., an Illinois corporation ("Seller").

WHEREAS, Franchise Buyer, Seller and certain other parties are parties to that certain Asset Purchase Agreement, dated August 12, 2013 (the "Purchase Agreement");

WHEREAS, Seller is the sole and exclusive owner of all right, title and interest, including, without limitation, common law trademark rights, in and to the trade names, logos, trademarks, service marks and other designations of origin containing the terms "LUBEPRO'S" and "WHEN IT'S TIME FOR A CHANGE," including, without limitation, the "LUBEPRO'S" and "WHEN IT'S TIME FOR A CHANGE" service marks, and the federal registrations in the United States therefor for the following trademarks (the "Trademarks") and further is the sole and exclusive owner of all goodwill related therewith:

<u>Trademark</u>	<u>Registration Number</u>
LUBEPRO'S	1,470,959
	1,470,958
	1,518,306
	1,820,158
"WHEN IT'S TIME FOR A CHANGE"	1,998,203

WHEREAS, Franchise Buyer is desirous of acquiring all right, title and interest in the Trademarks and the goodwill related therewith.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Seller hereby transfers and assigns to Franchise Buyer all right, title and interest in and to the Trademarks together with the goodwill of the business symbolized by the Trademarks, all registrations and applications therefor, all renewals therefor, all proceeds therefor and the right to sue for present and future infringements (other than claims, causes of

action, judgments and rights of recovery described as Excluded Assets (as such term is defined in the Purchase Agreement) in Section 1.9.5 of the Purchase Agreement).

2. Miscellaneous. Each party hereto agrees, upon the reasonable request of the other party hereto, to make, execute, and deliver any other documents or instruments of any kind or character, and to perform any other acts as may be reasonably necessary or desirable to properly carry out the terms and provisions of this Assignment. This Assignment shall be construed and interpreted according to the internal substantive laws of the state of Colorado, excluding any choice of law rules that may direct the application of the laws of another state. This Assignment may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Assignment shall be amended only in a writing signed by the parties to this Assignment. All of the terms and provisions of this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective transferees, successors and assigns.

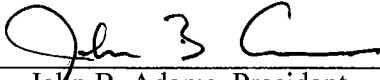
3. Terms of the Purchase Agreement. The parties acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby, but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

*[Remainder of Page Left Intentionally Blank]*

IN WITNESS WHEREOF, the undersigned have executed (or caused to be executed) this Trademark Assignment as of the date first above written.

**FRANCHISE BUYER:**

**GREASE MONKEY FRANCHISING, LLC**  
a Colorado limited liability company

By:   
John B. Adams, President

**SELLER:**

**LUBEPRO'S INTERNATIONAL, INC.**  
an Illinois corporation

By: \_\_\_\_\_  
Philip L. Robinson, Chairman

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**FRANCHISE BUYER:**

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By: \_\_\_\_\_  
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an Illinois corporation

By: \_\_\_\_\_  
Philip L. Robinson, Chairman

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[Signature Page to Trademark Assignment]

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RECORDED: 02/14/2014

TRADEMARK  
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