

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM310172

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
TQCGNA, Inc.		06/27/2014	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ABRA, INC.		
<b>Street Address:</b>	7225 Northland Drive		
<b>City:</b>	Brooklyn Park		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55428		
<b>Entity Type:</b>	CORPORATION: MINNESOTA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4380178	CAR REPAIR FROM PEOPLE WHO CARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6123396364		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	6123392500		
<b>Email:</b>	rhauser@hensonefron.com		
<b>Correspondent Name:</b>	Rochelle Hauser Henson & Efron PA		
<b>Address Line 1:</b>	220 S 6th St Ste 1800		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	A665-48727		
<b>NAME OF SUBMITTER:</b>	Rochelle Hauser		
<b>SIGNATURE:</b>	/rochelle hauser/		
<b>DATE SIGNED:</b>	07/09/2014		
<b>Total Attachments: 3</b>			
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OP \$40.00 4380178

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") by TQCGNA, Inc., an Ohio corporation with offices at 1505 Loveland Madeira Rd, Loveland, OH 45140 ("Assignor"), in favor of ABRA, INC., a Minnesota corporation with offices at 7225 Northland Drive, Brooklyn Park, MN 55428 ("Assignee"), is executed effective as of June 27, 2014.

### RECITALS

A. Assignor is the owner of the mark "CAR REPAIR FROM PEOPLE WHO CARE" together with U.S. Service Mark Reg. No. 4,380,178 and the mark "TRUE QUALITY" together with U.S. Service Mark Reg. No. 4,380,174 (each a "Mark" and collectively referred to herein as the "Mark").

B. This Assignment is being delivered in connection with an Asset Purchase Agreement dated June 3, 2014 (the "Asset Purchase Agreement"), by and among (A) Assignee ("Purchaser"); (B) TQC5, INC., an Ohio corporation; TQC8, LLC, an Ohio limited liability company; AKJK, LLC, an Ohio limited liability company; TQJJ, INC., an Ohio corporation; TQC9, LLC, an Ohio limited liability company; CGIK, LLC, an Ohio limited liability company; TQC11, LLC, an Ohio limited liability company; TQC7, INC., an Ohio corporation; JFJK, INC., an Ohio corporation; TQC6, INC., an Ohio corporation; JKJF, INC., an Ohio corporation; and TQC12, LLC, an Ohio limited liability company (each a "Seller," and collectively "Seller" or "Sellers"); and (C) JOHN KALLENBERGER and JERRY FRY (each an "Owner" and collectively the "Owners").

C. Assignor, an affiliate of Sellers, is wholly owned by the Owners and is required to deliver this Assignment in connection with the closing of the transactions contemplated by the Asset Purchase Agreement.

D. Assignor is executing this Assignment for recordation with the United States Patent and Trademark Office.

### AGREEMENT

In consideration of the above recitals and the promises set forth in this Assignment, the parties agree as follows:

Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Mark, together with all associated good will and all related rights, and all registrations and applications for registration of the Mark in the United States, including any renewals and extensions of any registration that is or may be secured. The provisions of this Assignment inure to the benefit of Assignee, its successors, assigns and other legal representatives, and are binding upon Assignor, its successors, assigns and other legal representatives.

IN WITNESS WHEREOF the parties have executed this Assignment as of the effective date first written above.

Assignor: TQCGNA, Inc.

Signature: \_\_\_\_\_

By: JERRY PRY  
Its: PRESIDENT

STATE OF OHIO            )  
                                      )  
COUNTY OF HAMILTON  )

The foregoing instrument was acknowledged before me this 27<sup>TH</sup> day of June, 2014, by JERRY PRY, PRESIDENT of TQCGNA, Inc., an Ohio corporation, on behalf of the corporation.



STEVEN M. SAGER  
Attorney at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration  
Date Rec'd 11/14/03 O.R.O.

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