

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316318

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
E-Z ON AUTO TOPS, INC.		08/29/2014	CORPORATION: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	E-Z ON AUTO TOPS, LLC		
Street Address:	1845 Woodall Rodgers Freeway		
Internal Address:	Suite 1600, LB-16		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3601342	EZON	
Registration Number:	3597568	E-Z ON AUTO TOPS	
Registration Number:	4207503	SGR-MAXBOND	
Registration Number:	4115083	EWP	
CORRESPONDENCE DATA			
Fax Number:	2146594832		
<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>			
Phone:	214-659-4578		
Email:	nealk@akllp.com		
Correspondent Name:	Michele P. Schwartz		
Address Line 1:	1717 Main Street		
Address Line 2:	Suite 3700		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	218459		
NAME OF SUBMITTER:	Michele P. Schwartz		
SIGNATURE:	/Michele P. Schwartz/		
DATE SIGNED:	09/08/2014		

CH \$115.00 3601342

Total Attachments: 7

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (“Assignment”), is made as of this 29th day of August, 2014 (the “Effective Date”), by **E-Z ON AUTO TOPS, INC.**, a South Carolina corporation (“Assignor”), in favor of **E-Z ON AUTO TOPS, LLC**, a Delaware limited liability company (“Assignee”).

WITNESSETH:

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of even date herewith (the “Purchase Agreement”), by and between Assignor, Assignee, Leo D. Davis, Philip Opper and, for the limited purposes set forth therein, GAHH, LLC, a Texas limited liability company; and

WHEREAS, in accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor’s worldwide right, title and interest in and to all of Assignor’s registered and unregistered domestic and foreign trademark and trademark applications, including, without limitation, the trademark registrations and/or trademark applications and/or trade names listed in Schedule A annexed hereto and incorporated herein by this reference (all of the foregoing being referred to herein as the “Trademarks”).

AGREEMENT:

NOW, THEREFORE, for and in consideration of these premises, the mutual covenants and undertakings herein contained and for other good and valuable consideration, the full receipt and sufficiency of which are hereby expressly acknowledged and confessed and intending to be legally bound hereby, the parties hereto agree as follows:

1. Assignment of Trademark Rights to Assignee. Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor’s worldwide right, title and interest in, to and under the Trademarks, all rights to sue for past, present and future infringement or violation of any Trademark, all rights to collect any damages for past, present and future infringements or violations of the Trademarks, and all goodwill associated with the foregoing, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.

2. Covenants, Representations and Warranties. This Assignment is executed pursuant to the Purchase Agreement. Assignor hereby covenants, represents and warrants that (i) Assignor is rightfully and absolutely possessed of and entitled to transfer the interest in each of the Trademarks hereby sold, conveyed, transferred and assigned and that Assignor has in it good right, title and authority to sell, convey, transfer and assign the interest transferred in such Trademarks to Assignee, its successors and assigns according to this Assignment, (ii) Assignee shall immediately upon its execution and delivery of this Assignment have possession of and may from time to time and at all times hereafter peaceably and quietly have, hold, possess and enjoy the interest transferred in such Trademarks and hereby sold, conveyed, transferred and assigned to and for Assignee’s own use and benefit without any manner of hindrance,

interruption, claim or demand whatsoever of, from or by Assignor or any person or entity whomsoever and with good and indefeasible title thereto, free and clear and absolutely released and discharged from and against all liens, charges, claims, encumbrances, bargains, sales, gifts, grants, equities, mortgages, restrictions, pledges, security interests, leases, contracts, commitments and adverse claims of whatever kind or character; and (iii) neither the validity of any of the Trademarks nor Assignor's ownership rights thereto have ever been questioned.

3. Further Assurances. Assignor hereby covenants and agrees with Assignee, its successors and assigns that Assignor will from time to time and at all times hereafter, upon every reasonable request of Assignee, its successors or assigns, make, do and execute or cause and procure to be made, done and executed all such further acts, deeds or assurances as may be reasonably required by Assignee, its successors or assigns, whether for more effectually and completely vesting in Assignee, its successors or assigns, the Trademarks hereby sold, conveyed, transferred and assigned in accordance with the terms hereof or for the purpose of registration or otherwise. Without limiting the generality of the foregoing, Assignor shall execute and deliver to Assignee any instruments, documents or agreements required by any registrar, hosting service or other person or entity with respect to the transfer of any of the Trademarks.

4. Power of Attorney. Assignor hereby constitutes and appoints Assignee as its true and lawful attorney-in-fact, with full power of substitution and resubstitution, in the name of Assignor or Assignee, but on behalf and for the benefit of Assignee: to demand, collect and receive for the account of Assignee all of the Trademarks hereby sold, conveyed, transferred and assigned to Assignee or intended so to be; to institute or prosecute, in the name of Assignor or otherwise, all proceedings that Assignee may deem necessary or convenient in order to realize upon, affirm or obtain title to or possession of or to collect, assert or enforce any property, claim, right or title of any kind in or to the Trademarks hereby sold, conveyed, transferred or assigned to Assignee or intended so to be; and to do all such acts and things in relation thereto as Assignee shall deem reasonably desirable. Assignor agrees that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor, assuming such power of attorney is reasonably exercised.

5. Assignor as Trustee. Assignor hereby declares that, as to any of the Trademarks intended to be sold, conveyed, transferred and assigned to Assignee, its successors and assigns hereby and the title to which may not have passed to Assignee, its successors and assigns by virtue of this Assignment or any transfers or conveyances that may from time to time be executed and delivered in pursuance of the foregoing covenants, Assignor holds the same in trust for Assignee, its successors and assigns to sell, convey, transfer and assign the same as Assignee may from time to time direct.

6. Controlling Agreement. It is contemplated that Assignor may, at any time or from time to time, execute, acknowledge and deliver one or more separate instruments of assignment and conveyance relating to certain of the Trademarks. No such separate instrument of assignment or conveyance shall limit the scope and effect of this Assignment. In the event that any conflict or ambiguity exists as between this Assignment and any such separate instrument of assignment, the terms and provisions of this Assignment shall govern and be controlling.

7. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of South Carolina without regard to the principles of conflicts of laws thereunder.

8. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

9. Amendment. This Assignment may be amended, modified or supplemented only by an instrument in writing executed by the party against which enforcement of the amendment, modification or supplement is sought.

10. Descriptive Headings. The descriptive headings of the several paragraphs, subparagraphs and clauses of this Assignment were inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

11. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(Signature pages follow)

IN WITNESS WHEREOF, each of the parties has executed this Assignment as of the date first above written.

ASSIGNOR:

E-Z ON AUTO TOPS, INC.

By: *Leo D. Davis*

Name: Leo D. Davis

Title: President

STATE OF SOUTH CAROLINA §
 §
COUNTY OF ANDERSON §

BEFORE ME, the undersigned authority, on this day personally appeared *Leo D. Davis*, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed and with full authority of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the *27* day of August 2014.

[Signature]
Notary in and for the State of ~~Texas~~ S. C.

My Commission Expires:

7/10/22

Signature Page to Assignment of Trademarks

DAL:900856.1

ASSIGNEE:

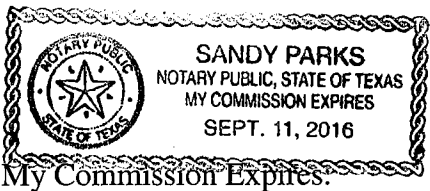
E-Z ON AUTO TOPS, LLC

By: *John R. Benefield*
Name: John R. Benefield
Title: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared John R. Benefield, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed and with full authority of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 29th day of August 2014.



Sandy Parks
Notary in and for the State of Texas

9-11-2016

SCHEDULE A

A. REGISTERED TRADEMARKS/SERVICE MARKS

See attached.

B. APPLICATIONS

None.

C. TRADE NAMES

None.

Docket Number	Mark Name	Country	Status	Application No.	Application Date	Registration No.	Registration Date	Renewal Date
EZO-3-TM	EZON	United States	Registered	77/433554	03/27/2008	3601342	04/07/2009	04/07/2019
EZO-4-TM	E-Z ON AUTO TOPS	United States	Registered	77/433571	03/27/2008	3597568	03/31/2009	03/31/2019
EZO-6-TM	SGR-MAXBOND	United States	Registered	85/392240	08/08/2011	4207503	09/11/2012	09/11/2022
EZO-7-TM	EWP	United States	Registered	85/446713	10/13/2011	4115083	03/20/2012	03/20/2022