

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344496

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MK Automotive, Inc.		05/16/2014	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	SBA-TLC, LLC		
Street Address:	440 South Church Street, Suite 700		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	LIMITED LIABILITY COMPANY: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3936276	WHERE THE EXPERTS WORK	
Registration Number:	4032051	MIKE'S MASTER MECHANICS	
CORRESPONDENCE DATA			
Fax Number:	3367266991		
<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:	336-721-3747		
Email:	DCornatzer@wcsr.com		
Correspondent Name:	Randel S. Springer		
Address Line 1:	One West Fourth Street		
Address Line 4:	Winston-Salem, NORTH CAROLINA 27101		
ATTORNEY DOCKET NUMBER:	74988.25.9		
NAME OF SUBMITTER:	Randel S. Springer		
SIGNATURE:	/Randy Springer/		
DATE SIGNED:	06/12/2015		
Total Attachments: 2			
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Schedule 2.2(a).3. Assignment and Assumption – Servicemarks and Trademarks

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS is made as of MAY 16TH, 2014, by MK AUTOMOTIVE, a NEVADA CORP ("Assignor"), to SBA-TLC, LLC, a North Carolina limited liability company ("Assignee").

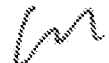
Assignee and Assignor are parties to an Asset Purchase Agreement, dated MAY 14TH, 2014 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to buy from Assignor, the Assets (as defined in the Agreement), including without limitation the servicemarks, trademarks, and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successor and assigns, or to aid and assist in the collection of or reduction to possession by the Assignee, all of such assets.

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 an unregistered domestic and foreign servicemarks, trademarks, trademark applications, and trade names (the "Marks").

NOW THEREFORE, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer 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 Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors an d 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 of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of North Carolina.

Signature Page follows



IN WITNESS WHEREOF, the Assignor has caused its duly authorized officer to execute this Assignment as of MAY 16TH, 2014.

Each party executing this Assignment and Assumption Agreement has the authority to execute it and to bind the person or entity on whose behalf he or she is signing. Each signatory shall jointly indemnify, defend and hold harmless the other parties from any claims, expenses and liabilities (including attorneys' fees) arising from any asserted or actual lack of authority to execute this Assignment and Assumption Agreement.

Seller: MK AUTOMOTIVE

By: [Signature]
Name: Michael Murphy
Title: PRESIDENT

STATE OF NEVADA

COUNTY OF CLARK

The foregoing Assignment and Assumption Agreement was acknowledged before me this 16th day of May, 2014 by Michael E. Murphy who is personally known to me or who has produced NEVADA DRIVERS LICENSE as identification.

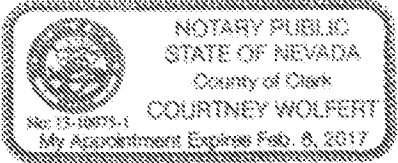
[Signature]

Notary Public

Courtney Wolfert

Print Name

My Commission Expires:
2/6/17



Commission # B-10075-1

[Handwritten mark]