

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349348

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|---|--|-----------------------|-------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Appliance Parts Depot, LP | | 07/10/2015 | LIMITED PARTNERSHIP: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | APD Acquisition, LLC | | |
| Street Address: | 4754 Almond Avenue | | |
| City: | Dallas | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75247 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4368408 | APDEPOT | |
| Registration Number: | 3564447 | APD | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3032912400 | | |
| <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: | 303-291-2300 | | |
| Email: | kristimurray@perkinscoie.com | | |
| Correspondent Name: | Alexander J.A. Garcia, Perkins Coie LLP | | |
| Address Line 1: | 1201 Third Avenue, Suite 4900 | | |
| Address Line 4: | Seattle, WASHINGTON 98101 | | |
| ATTORNEY DOCKET NUMBER: | 114317-2 | | |
| NAME OF SUBMITTER: | Alexander Garcia of Perkins Coie LLP | | |
| SIGNATURE: | /Alexander Garcia/ | | |
| DATE SIGNED: | 07/27/2015 | | |
| Total Attachments: 3 | | | |
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| source=IP Assignment - Appliance Parts Depot#page2.tif | | | |
| source=IP Assignment - Appliance Parts Depot#page3.tif | | | |

OP \$65.00 4368408

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "**Agreement**") is made effective on July 10, 2015 ("**Effective Date**") by and between APD Acquisition, LLC, a Delaware limited liability company, with an address of 4754 Almond Avenue, Dallas, Texas ("**APD**") and Appliance Parts Depot, LP, a Texas limited partnership ("**Assignor**").

WHEREAS, APD entered into that certain Equity Purchase Agreement, dated July 10, 2015, by and between Assignor, Appliance Management Company, LC, a Texas limited liability company, and Alltex Partners, a Texas general partnership, among others ("**Transaction Agreement**"), pursuant to which APD purchased all of the equity interests in Assignor (the "**Transaction**");

WHEREAS, substantially all of Assignor's assets were transferred to APD, Assignor's sole owner, including without limitation, all Assignor Intellectual Property (as defined below); and

WHEREAS, Assignor and APD now desire to confirm that APD owns all right, title and interest in and to the Assignor Intellectual Property (as defined below).

NOW, THEREFORE, for and in consideration of the purchase price of the Transaction and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. As used in this Agreement, the following terms will have the meanings specified below:

"**Assignor IP**" means all Intellectual Property owned, held or used by the Assignor including, but not limited to, the Trademarks listed on Schedule A attached hereto ("**Assigned Trademarks**").

"**Intellectual Property**" means intellectual property rights, including without limitation: (a) all patents, inventions, trade secrets, utility, models and industrial design registrations and applications (including without limitation any continuations, divisional, continuations-in-part, provisionals, renewals, reissues, re-examinations and applications for any of the foregoing); (b) all trademarks, service marks, trade names, slogans, logos, trade dress, Internet domain names, web sites and similar designations of source or origin, in each case together with all goodwill, registrations and applications for registration related to any of the foregoing (collectively "**Trademarks**"); (c) copyrights and copyrightable subject matter (including without limitation any registrations and applications for any of the foregoing); (d) master work rights and trade secrets and other confidential information, know-how, proprietary processes, formula, algorithms, models and methodologies; (e) database rights; (f) all computer programs (including any and all software implementation of algorithms, models and methodologies whether in source code or object code), databases and computations (including any and all data and collections of data), documentation (including user manuals and training materials) relating to any of the foregoing and the content and information contained in any web sites; and (g) any rights to pursue, recover or retain damages, costs or attorneys' fees for past, present and future infringement or misappropriation of any of the foregoing.

2. Assignment. To the extent the Assignor IP is not transferred to APD by law, Assignor hereby irrevocably assigns, conveys, transfers, delivers and relinquishes to APD all of Assignor's right, title and interest in and to any and all Assignor IP in perpetuity, including, the items listed on Schedule A (collectively, the "**Assigned Intellectual Property**") including, without limitation, the right to claim priority rights from any of the foregoing.

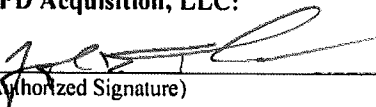
3. Waiver of Moral Rights. Assignor hereby irrevocably waives (and to the fullest extent permitted by law, causes all employees and contractors to waive) all rights under all laws now existing or hereafter permitted, with respect to any and all purposes for which the Assigned Intellectual Property and any derivative works thereof may be used, including without limitation: (a) all rights under the United States Copyright Act, or any other country's copyright law, including but not limited to, any rights provided in 17 U.S.C. §§ 106 and 106A; and (b) any rights of attribution and integrity or any other "moral rights of authors" existing under applicable law.

4. Miscellaneous. This Agreement will be governed in accordance with the laws of the State of Delaware, U.S.A., without reference to conflict of laws principles. All disputes arising from or relating to this Agreement will be within the exclusive jurisdiction of the state and/or federal courts located within New Castle County, Delaware, U.S.A. and the parties hereby consent to such exclusive jurisdiction and waive objections to venue therein. If any

part of this Agreement is found invalid, such invalidity will not affect the validity of remaining portions of this Agreement, and the parties will substitute for the invalid provision a provision that most closely approximates the intent and economic effect of the invalid provision. Failure by either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of the duration of such default, will not constitute a waiver of rights hereunder. This Agreement and the Transaction Agreement constitute the entire agreement between the parties with respect to the subject matter hereunder. In the event of a conflict between the terms of this Agreement and the Transaction Agreement, the terms of this Agreement will prevail. This Agreement supersedes all prior oral or written communications or agreements of the parties with respect to the Assigned Intellectual Property. This Agreement may be amended only by a writing executed by the parties.

The parties, intending to be legally bound, have caused this Agreement to be executed by their authorized representatives on the Effective Date.

APD Acquisition, LLC:



(Authorized Signature)

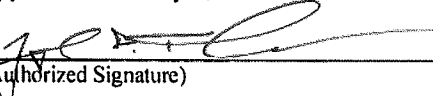
Joseph Thomas

(Print or Type Name of Signatory)

Manager

(Title)

Appliance Parts Depot, LP:



(Authorized Signature)

By: APD Acquisition, LLC, a Delaware limited liability company

Joseph Thomas



(Print or Type Name of Signatory)

Manager

(Title)

SCHEDULE A TO INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

Trademarks

| Jurisdiction | Mark | Reg. No. & Reg. Date | App. No. & App. Date |
|---------------------|---|---------------------------------|---------------------------------|
| U.S.A. | APDepot | 4368408 July 16, 2013 | 85791889 November 30, 2012 |
| U.S.A. |  | 3564447 January 20, 2009 | 77498556 June 13, 2008 |
| Florida | APPLIANCE PARTS DEPOT | T14000000466 April 28, 2014 | N/A |
| New Mexico |  | TK13020802 February 8, 2013 | N/A |
| Texas | APDEPOT | 801686805 February 6, 2013 | N/A |
| Arizona | APPLIANCE PARTS DEPOT | 56732 November 26, 2012 | N/A |
| Arizona | APDEPOT | 56733 November 26, 2012 | N/A |
| Arizona | APD | 56734 November 26, 2012 | N/A |
| Louisiana | APPLIANCE PARTS DEPOT | 65-3114 July 7, 2014 | N/A |

APPLIANCE PARTS DEPOT