

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348686

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
K.A.J., Inc.		10/10/2014	CORPORATION: ALABAMA
RECEIVING PARTY DATA			
Name:	JHCC Holdings, LLC		
Street Address:	1318 Pike Road		
City:	Pike Road		
State/Country:	ALABAMA		
Postal Code:	36064		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2812362	JOE HUDSON'S COLLISION CENTER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7043317448		
Email:	amanda.bryan@klgates.com		
Correspondent Name:	Amanda K. Bryan		
Address Line 1:	214 North Tryon Street, 47th Floor		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2852532.00001		
NAME OF SUBMITTER:	Amanda K. Bryan		
SIGNATURE:	/Amanda K. Bryan/		
DATE SIGNED:	07/21/2015		
Total Attachments: 11			
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CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "Agreement") is made and entered into as of October 10, 2014 (the "Effective Time"), by each of the parties listed as a "Transferor" on the signature pages hereto (each, a "Transferor" and, collectively, the "Transferors"), JHCC Holdings, LLC, a Delaware limited liability company ("Transferee"), and JHCC Holdings Parent, LLC, a Delaware limited liability company ("Holdings").

Statement of Purpose

In connection with the transactions to be consummated in connection with that certain Equity Purchase Agreement, dated on or about the date hereof, between Transferors, Buyer Acquisition Co. LLC and the other parties signatory thereto (the "Purchase Agreement"), Transferors desire to enter into this Agreement pursuant to which Transferors convey (i) certain of their assets and certain stated liabilities to Transferee in exchange for 100% of the equity of Transferee (the "Opco Interests"), on the terms and subject to the conditions set forth in this Agreement (the "Contribution"), and (ii) the Opco Interests to Holdings in exchange for 100% of the equity of Holdings. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such term in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing Statement of Purpose and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Conveyance of Contributed Assets and Contributed Liabilities to Transferee.
 - (a) At and as of the Effective Time, Transferors do hereby contribute, assign, transfer and convey to Transferee as a contribution of capital thereto, and Transferee hereby accepts, receives, and assumes, all of Transferors' rights, title and interest in and to, and obligations pursuant to, the Contributed Assets and the Contributed Liabilities, and Transferors (other than Collision Center Payroll, Inc., which is currently a member of Transferee and shall continue as such) are hereby admitted as members of Transferee.
 - (b) "Contributed Assets" means, as of the Effective Time, all of Transferors' assets (other than the Excluded Assets) of every kind and description, including: (i) all machinery, equipment, parts, tools, fixtures, furniture, office equipment, computer hardware, supplies, motor vehicles, fork-lift trucks and other rolling stock and other items of tangible personal property, including paint booths; (ii) cash in an amount equal to \$560,000, all certificates of deposit, bank deposits, negotiable instruments, marketable securities and other cash equivalents; (iii) all trade and other accounts receivable and other Indebtedness owing to any Transferor, including the benefit of all collateral, security, guaranties, and similar undertakings received or held in connection therewith and any claim, remedy or other right related to the foregoing; (iv) all inventories wherever located, including raw materials, goods consigned to vendors or subcontractors, works in process, finished goods, spare parts, goods in transit, products under research and development, demonstration equipment and inventory on consignment; (v) all leases and subleases of real property as to which any Transferor is the lessee or sublessee, together with any options to purchase the underlying property and leasehold improvements thereon, and in each case all other rights, subleases,

licenses, permits, deposits and profits appurtenant to or related to such leases and subleases; (vi) all rights and interests in and to any Contracts; (vii) all Intellectual Property owned, licensed or used by any Transferor (including all rights of any such Transferor exercisable or otherwise recognized under statutory or common law or in equity); (viii) all business, employee and financial records, books, ledgers, files, correspondence, documents, lists, studies and reports, including customer lists, supplier lists and equipment repair, maintenance, service, personnel, payroll, employee benefit, quality control and insurance records, whether written, electronically stored or otherwise recorded; (ix) all goodwill and all sales, advertising, promotional and marketing information and materials; (x) all telephone, fax and pager numbers and e-mail addresses assigned to any Transferor; (xi) all Permits (but only to the extent such Permits are transferable under applicable Law); (xii) all rights of any Transferor to causes of action, lawsuits, judgments, claims and demands of any nature and all counterclaims, rights of setoff, rights of indemnification and affirmative defenses to any claims that may be brought against any Transferor or Transferee, by third parties; (xiii) all benefits under all insurance policies to which any Transferor is a party, a named insured or otherwise the beneficiary of coverage, including those benefits and insurance policies listed on Schedule 4.19 of the Purchase Agreement; (xiv) all rights to refunds from customers and suppliers, all prepaid expenses and deposits and all rights to condemnation proceeds (other than the condemnation proceeds from the widening of the highway in front of the Valleydale, Alabama store as referenced in Section 4.7 of the Disclosure Schedule to the Purchase Agreement); and (xv) all other properties and assets to the extent any Transferor has any rights thereto or interests therein, whether a present or future interest, an inchoate right or otherwise and whether such properties or assets are tangible or intangible and whether or not of a type falling within any of the categories of assets or properties described above; provided, however, that the Contributed Assets shall not include any cash that is paid to Transferor pursuant to Section 2.2 of the Purchase Agreement.

- (c) “Contributed Liabilities” means, as of the Effective Time, all of Transferors’ liabilities (other than the Excluded Liabilities) relating to the Contributed Assets.

2. Excluded Assets. Transferors will retain ownership of the following assets of Transferors (collectively, the “Excluded Assets”):

- (a) Organizational Documents, stock books, stock ledgers, minute books and Tax Returns and related Tax information, files, and records and all taxpayer and other identification numbers;
- (b) all business economic loss claims filed with the Deepwater Horizon Claims Center relating to the BP oil spill for the following Transferors: Decatur Body Shop, Inc.; Daphne Body Shop, Inc.; J&D Company, Inc.; JHCC Tallahassee, Inc.; and Trussville, Inc.;
- (c) the following vehicles: 2011 Ford LGT CONVT Truck VIN #1FTFW1ETXBFB28599; and 2011 Chevrolet Silverado Truck VIN #3GCPCTE09BG401397;

- (d) the items of furniture and furnishings listed on Schedule 1 hereto (the “Excluded Furniture”);
- (e) the life insurance policies listed on Schedule 2 hereto;
- (f) all leases and subleases of real property as to which any Transferor is the lessor or sublessor, and in each case all other rights, subleases, licenses, permits, deposits and profits appurtenant to or related to such leases and subleases;
- (g) all real property owned by any Transferor;
- (h) that portion of the Paint Overage Rebate as set forth in Section 2.3(d) of the Purchase Agreement;
- (i) those portions of paint suppliers, associated suppliers, parts suppliers, Enterprise Rental Car and 3M rebates which have accrued through the Closing Date in accordance with the Transferor’s prior accounting practices, based on the number of days in the rebate computation period which have elapsed through the Effective Time;
- (j) sign lease on property leased by FBP, Inc., d/b/a The Collision Center – Prattville from George Traweek Dickson;
- (k) 32,500 square foot parcel which Dothan Body Shop, Inc. has a verbal agreement to sell to an independent third party and which is unused land adjacent to its facility and will be excluded from all lease agreements;
- (l) all Employee Benefit Plans and any Contracts related thereto, and any claims and rights arising thereunder;
- (m) all rights of Transferors under this Agreement, the Purchase Agreement and each other Transaction Document;
- (n) all refunds (or rights thereto) relating to Taxes attributable to or imposed upon any Transferor for any period (or portion thereof) ending on or prior to the Closing Date;
- (o) all engagement letters and similar Contracts with third parties, including Capell and Howard P.C. (the fees of which will constitute Transaction Expenses), and any claims or rights arising thereunder;
- (p) Transferors’ corporate books and records of internal corporate proceedings, Tax records, work papers and other similar books and records that any Transferor is required by applicable Law to retain;
- (q) all documents and records that Transferors are not permitted to transfer pursuant to applicable Law and books and records relating exclusively to Excluded Assets or Excluded Liabilities; and
- (r) all rights to causes of action, lawsuits, judgments, claims and demands of any nature and all counterclaims, rights of setoff, rights of indemnification and

affirmative defenses to any claims that may be brought against any Transferor by third parties, in each case, to the extent that they relate to the Excluded Assets or Excluded Liabilities.

3. Excluded Liabilities. Transferor will retain the sole responsibility for and will pay, perform and discharge as and when due the following liabilities (the "Excluded Liabilities"):

- (a) any Liability under any Transaction Documents and any Transaction Expenses;
- (b) subject to Article VII of the Purchase Agreement, any Liability for Taxes (whether federal, state, local or foreign), including Taxes incurred in respect of or measured by (i) the sales of goods or services by Transferors, (ii) the wages or other compensation paid by Transferors to their respective employees, (iii) the value of Transferors' property (personal as well as real property) and (iv) the income of Transferors earned or realized on or prior to the Effective Time;
- (c) any Liability relating to or arising out of the Excluded Assets;
- (d) any Liability arising under or in connection with any Employee Benefit Plan providing benefits to any present or former employee of Transferor;
- (e) except to the extent included in Working Capital, any Liability to indemnify, reimburse or advance amounts to any present or former officer, director, manager, employee or agent of any Transferor;
- (f) any Liability associated with any Indebtedness; and
- (g) any Liability to any current or former equityholder of any Transferor arising under or in connection with any and all commitments, actions, debts, claims, counterclaims, suits, causes of action, damages, demands, liabilities, obligations, costs, expenses and compensation of every kind and nature whatsoever, past, present or future, at law or in equity, whether known or unknown, contingent or otherwise, which any equityholder had, has, or may have had at any time prior to the Closing against any Transferor or any Affiliate thereof.

4. Contribution to Holdings. Immediately following the contributions described above, (a) each Transferor (other than Collision Center Payroll, Inc., which is currently a member of Holdings and shall continue as such) is hereby admitted as a member of Holdings, (b) Transferors do hereby contribute, assign, transfer and convey to Holdings, as a contribution of capital thereto, and Holdings hereby accepts, receives, and assumes, all of Transferors' rights, title and interest in and to, the Opco Interests, in exchange for 100% of the equity of Holdings, (c) each Transferor (including Collision Center Payroll, Inc.) shall cease to be a member of Opco and (d) Holdings shall own 100% of the equity of Opco and shall hereby be admitted as the sole member of Transferee. Following such transactions, Transferors shall hold the respective ownership interests in Holdings set forth opposite each Transferor's name on Schedule 3 hereto.

5. Miscellaneous.

(a) From and after the Closing Date: (i) if any Transferor or any Affiliate thereof receives or collects any funds relating to Accounts Receivables or any Contributed Asset, such Transferor or such Affiliate shall promptly (and in any event within two Business Days after receipt thereof) remit such funds to Transferee; provided, however, that any Misdirected

Payments (as defined in the Purchase Agreement) shall be subject to the provisions set forth in Section 9.17 of the Purchase Agreement; and (ii) at the direction and expense of Transferee, each Transferor and their respective Affiliates shall enforce any restrictive covenants (including provisions related to confidentiality and assignment of intellectual property) or other Contracts with any present or former employee, officer, director, manager, retiree, independent contractor or consultant of such Transferor and/or transfer the related rights to Transferee.

(b) This Agreement will not constitute an assignment, attempted assignment or agreement to assign any Contract constituting a Contributed Asset (each, a "Contributed Contract") to the extent that any attempted assignment or agreement to assign such Contributed Contract without the Consent of any Person would constitute a breach thereof or would impair the rights of any Transferor or Transferee thereunder and such Consent is not obtained. Until such Consent is obtained, or the Contributed Contract to which such Consent relates is novated or terminated, to the extent permissible under such Contributed Contract, Transferee will be entitled to receive all of the applicable Transferor's benefits under such Contributed Contract and, to the extent it receives such benefits, will perform all of the obligations of such Transferor under such Contributed Contract. Each Transferor will, at Transferee's request and expense, do all such acts and things as such Transferor may reasonably request to enable due performance of such Contributed Contract and to provide for Transferee the benefits, subject to the obligations and burdens, of such Contributed Contract. Without limiting the generality of the foregoing, each Transferor will provide all reasonable assistance to Transferee (at Transferee's request) to enable Transferee to enforce its rights under such Contributed Contract.

(c) Each party hereto hereby covenants and agrees that at any time hereafter, it shall promptly execute and deliver such further assurances, instruments and documents as the other parties may reasonably request in order to effect, evidence or confirm the performance of such party's obligations hereunder and to otherwise carry out the full intent and purposes of this Agreement and the consummation of the transactions contemplated hereby.

(d) This Agreement contains the final, complete and exclusive statement of the agreement between the parties with respect to the transactions contemplated herein and all prior or contemporaneous written or oral agreements with respect to the subject matter hereof are merged herein. The use of the word "including" in this Agreement shall mean "including, without limitation" and be by way of example rather than by limitation. No modification or amendment hereof shall be effective unless in writing and executed by each of the parties hereto.

(e) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(f) This Agreement shall be interpreted, enforced and governed by and under the laws of the State of New York, without reference to its conflict of laws provisions.

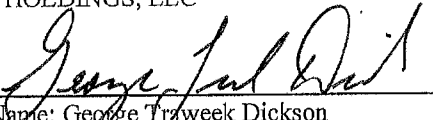
(g) This Agreement may be executed in any number of counterparts, all of which constitute one and the same instrument.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

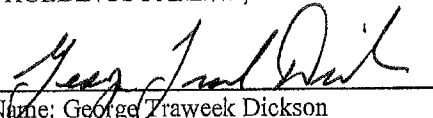
Transferee:

JHCC HOLDINGS, LLC

By: 
Name: George Traweek Dickson
Title: Manager

Holdings:

JHCC HOLDINGS PARENT, LLC

By: 
Name: George Traweek Dickson
Title: Manager

Transferors:

K.A.J., INC.

By: George J. Dail
Name:
Title:

FBP, INC.

By: George J. Dail
Name:
Title:

HUNTSVILLE AUTO BODY REPAIR, INC.

By: George J. Dail
Name:
Title:

TRUSSVILLE, INC.

By: George J. Dail
Name:
Title:

FOUNTAIN CITY BODY WORKS, INC.

By: George J. Dail
Name:
Title:

PANAMA CITY BODY SHOP, INC.

By: George J. Dail
Name:
Title:

MCGEHEE RD., INC.

By: George J. Dail
Name:
Title:

TAYLOR ROAD, INC.

By: George J. Dail
Name:
Title:

DECATUR BODY SHOP, INC.

By: George J. Dail
Name:
Title:

PRECISION AUTOMOTIVE ENGINEERING, INC.

By: George J. Dail
Name:
Title:

DOTHAN BODY SHOP, INC.

By: George J. Dail
Name:
Title:

DAPHNE BODY SHOP, INC.

By: George J. Dail
Name:
Title:

[Signature Page to JHCC Contribution Agreement]

HIGHWAY 31-PELHAM, INC.

By: George J. Dail
Name:
Title:

GREENVILLE BODY SHOP, INC.

By: George J. Dail
Name:
Title:

J & D COMPANY, INC.

By: George J. Dail
Name:
Title:

JHCC-SOUTH PKWY, INC.

By: George J. Dail
Name:
Title:

JHCC TALLAHASSEE, INC.

By: George J. Dail
Name:
Title:

JHCC-COLUMBUS, INC.

By: George J. Dail
Name:
Title:

JHCC-FORT WALTON, LLC

By: George J. Dail
Name:
Title:

JHCC-AUBURN, INC.

By: George J. Dail
Name:
Title:

JHCC-TUSCALOOSA, INC.

By: George J. Dail
Name:
Title:

COLLISION CENTER PAYROLL, INC.

By: George J. Dail
Name:
Title:

[Signature Page to JHCC Contribution Agreement]

SCHEDULE 1

Excluded Furniture

The following described items of furniture and furnishings presently located in Collision Center Payroll, Inc.'s offices at 1318 Pike Road, Pike Road, Alabama:

1. Simple pine table and chairs currently located in front lobby;
2. Dark finish buffet and two armchairs with upholstered backs and leather seats currently located in Joe Hudson's office;
3. Antique executive desk with leather inlaid top currently located in Joe Hudson's office;
4. Two matching upholstered armchairs currently located in Misty's office;
5. Conference room table;
6. Antique oriental rug currently located in conference room;
7. Long antique oriental rug currently located in hallway outside of Traweck Dickson's office;
8. Executive antique desk currently located in Traweck Dickson's office;
9. Painting of tree arbored roadway currently located in Traweck Dickson's office, table beneath that painting, small dog statute and cherub statue located on or beside that table.
10. Oriental Rug with bearskin rug laying on it located in Traweck Dickson's office; and
11. Wooden bench currently located in Traweck Dickson's office.

SCHEDULE 2

Life Insurance Policies

1.	New England Mutual Life			
	<u>Named Insured</u>	<u>Policy #</u>	<u>Period of Coverage</u>	<u>Coverage Amount</u>
	James Michael Thames	8897107	Yearly Renewable	\$ 300,000
2.	New England Life			
	<u>Named Insured</u>	<u>Policy #</u>	<u>Period of Coverage</u>	<u>Coverage Amount</u>
	George T. Dickson	38036752	Yearly Renewable	\$1,300,000
			(with Guaranteed Premiums)	

SCHEDULE 3

Transferor Interests in Holdings

K.A.J., Inc.	6.56%
McGehee Rd., Inc.	2.15%
FBP, Inc.	5.99%
Taylor Road, Inc.	4.40%
Huntsville Auto Body Repair, Inc.	8.34%
Decatur Body Shop, Inc.	5.28%
Trussville, Inc.	4.04%
Precision Automotive Engineering, Inc.	3.63%
Fountain City Body Works, Inc.	3.50%
Dothan Body Shop, Inc.	8.60%
Panama City Body Shop, Inc.	1.17%
Daphne Body Shop, Inc.	2.58%
Highway 31-Pelham, Inc.	4.18%
Greenville Body Shop, Inc.	1.51%
J & D Company, Inc.	6.50%
JHCC-South Pkwy, Inc.	7.83%
JHCC Tallahassee, Inc.	1.36%
JHCC-Columbus, Inc.	4.60%
JHCC-Fort Walton, LLC	2.87%
JHCC-Auburn, Inc.	4.95%
JHCC-Tuscaloosa, Inc.	4.33%
Collision Center Payroll, Inc.	5.63%
TOTAL:	100.00%