

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM365165

<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>
Parts Now! LLC		09/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PHXCO, LLC		
<b>Street Address:</b>	4857 W. Van Buren St.		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85043		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: ARIZONA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85639323	PARTS NOW	
<b>Serial Number:</b>	85639388	PARTS NOW	
<b>Serial Number:</b>	85639410	PARTS NOW	
<b>Serial Number:</b>	85639431	PARTS NOW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4809073003		
<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>	4803276650		
<b>Email:</b>	heather.barr@weissbrown.com		
<b>Correspondent Name:</b>	Scott K. Weiss		
<b>Address Line 1:</b>	6263 N. Scottsdale Rd		
<b>Address Line 2:</b>	Suite 340		
<b>Address Line 4:</b>	Scottsdale, ARIZONA 85250		
<b>ATTORNEY DOCKET NUMBER:</b>	1480.0007		
<b>NAME OF SUBMITTER:</b>	Scott K. Weiss		
<b>SIGNATURE:</b>	/Scott K. Weiss/		
<b>DATE SIGNED:</b>	12/09/2015		
<b>Total Attachments: 4</b>			

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**ASSIGNMENT AND ASSUMPTION OF  
CONTRACTS, LEASES, AND INTELLECTUAL PROPERTY**

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACTS, LEASES, AND INTELLECTUAL PROPERTY ("Assignment") is made as of the 29<sup>th</sup> day of September, 2015, by PARTS NOW! LLC, a Delaware limited liability company ("Assignor"), and PHXCO, LLC, an Arizona limited liability company ("Assignee"). Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Asset Purchase Agreement.

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated September 29, 2015 ("Asset Purchase Agreement"); and

WHEREAS, Assignor is party to those certain contracts and leases listed on Schedules 1.03(c) and 3.09 to the Asset Purchase Agreement; and

WHEREAS, Assignor is the owner of all right, title and interest in and to that certain Intellectual Property listed on Schedule 3.11 to the Asset Purchase Agreement; and

WHEREAS, the execution and delivery of this Assignment by the Assignor is a condition precedent to the obligations of the Assignee as set forth in Section 2.02(a)(ii) of the Asset Purchase Agreement and to the obligations of the Assignor as set forth in Section 2.02(b)(v) of the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the Purchase Price paid by Assignee to Assignor under the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor does hereby transfer and assign unto Assignee all of Assignor's rights and interest in all contracts and leases listed on Schedules 1.03(c) and 3.09 to the Asset Purchase Agreement. Assignor shall remain liable for all of Assignor's obligations under the contracts and leases accruing prior to the date hereof or as a result of the termination of any contract not assumed by Assignee.

2. Assignor does hereby transfer and assign unto Assignee all of Assignor's rights, title and interest, including all registration rights and the goodwill associated with any trademarks, in all Intellectual Property listed on Schedule 3.11 to the Asset Purchase Agreement. Assignor hereby authorizes the Assignee to request, and agrees to cooperate with, any relevant government entity or agency as necessary to make Assignee the owner of record as to the entire right, title and interest in the Intellectual Property, for the sole use and enjoyment of the Assignee and its successors or assigns.

3. Assignor hereby assigns, and Assignee hereby assumes and agrees to pay, perform and discharge, in accordance with their terms, the Assumed Liabilities. Assignee does not assume and will not be liable for any Excluded Liabilities. The assumption by Assignee of the Assumed Liabilities shall not be construed to defeat, impair or limit in any way the rights, claims or remedies of Assignee under the Asset Purchase Agreement.

4. Assignor hereby further covenants and agrees that it will take such further actions as are necessary or desirable to transfer and assign the contracts, leases, and Intellectual Property as described in this Assignment.

5. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Nothing in this Assignment express or implied is intended to or shall be construed to modify, expand or limit in any way the terms of the Asset Purchase Agreement. To the extent that any provision of this instrument conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the Asset Purchase Agreement will govern.

7. This Assignment may not be amended or modified except in a writing signed by the parties hereto.


8. This Assignment shall be governed by and construed in accordance with the internal Laws of the State of Delaware without reference to such state's principles of conflicts of law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have each executed this Assignment as of the date first above written.

ASSIGNOR:

PARTS NOW! LLC

By:   
Name: Anthony Shepherd  
Title: CFO

ASSIGNEE:

PHXCO, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Assignor and Assignee have each executed this Assignment as of the date first above written.

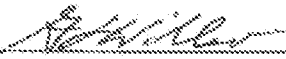
ASSIGNOR:

PARTS NOW! LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE:

PHXCO, LLC

By:  \_\_\_\_\_  
Name: Gary L. Willert  
Title: Manager

(Signature Page to Assignment and Assumption of Contracts, Leases, and Intellectual Property (US))