

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM374847

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fleet Wholesale Supply Co., Inc.		02/23/2016	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	Mills Motor, Inc.		
Street Address:	512 Laurel Street		
City:	Brainerd		
State/Country:	MINNESOTA		
Postal Code:	56401		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	3166072	THE BODY WORKS MARINE REPAIR & DETAIL	
Registration Number:	2069096	THE BODYWORKS	
Registration Number:	4526974	"CLICK SOME TIRES!"	
Registration Number:	4814318	I LOVE MILLS!	
Serial Number:	86697467	MAG MILLS AUTOMOTIVE GROUP SINCE 1922	
Serial Number:	86683685	123456 MAX MILLS AUTO XTREME BORN FREE	
Serial Number:	86358281	MAX MILLS AUTO XTREME	
Serial Number:	86698339	MAX MILLS AUTO XTREME	
Serial Number:	86743198	MILLS AUTO ACADEMY	
Registration Number:	2344847	MILLS AUTOMOTIVE CENTER	
Serial Number:	86743197	MILLS AUTOMOTIVE GROUP	
Serial Number:	86683676	MILLS AUTO XTREME	
Serial Number:	86697469	MILLS AUTO XTREME	
Serial Number:	86677604	MILLSAUTOXTREME.COM	
Serial Number:	86683640	MILLS SINCE 1922	
Registration Number:	2219988	MILLS	
Serial Number:	86743199	MILLS	
Serial Number:	86743186	MILLS	
Serial Number:	86677618	MILLS	
TRADEMARK			

OP \$565.00 3166072

Property Type	Number	Word Mark
Serial Number:	86743193	MILLS MILLSAUTO.COM
Serial Number:	86697468	SINCE 1922 MAG MILLS AUTO GROUP
Serial Number:	86196091	STREET VINYL

CORRESPONDENCE DATA

Fax Number: 4142770656
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.
Phone: 414-271-6560
Email: jltreml@michaelbest.com
Correspondent Name: Lori S. Meddings
Address Line 1: 100 East Wisconsin Avenue, Suite 3300
Address Line 4: Milwaukee, WISCONSIN 53202

NAME OF SUBMITTER:	Lori S. Meddings
SIGNATURE:	/lori s. meddings/
DATE SIGNED:	02/29/2016

Total Attachments: 10
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Agreement") is made and entered into as of February 23, 2016 ("Effective Date"), by and between FLEET WHOLESALE SUPPLY CO., INC. ("Assignor") and MILLS MOTOR, INC. ("Assignee", and together with Assignor, the "Parties").

WHEREAS, pursuant to that Membership Interest Purchase Agreement, dated as of December 31, 2015 (the "Purchase Agreement"), certain persons and entities specified therein (collectively, the "Sellers") agreed to sell to an affiliate of Assignor ("Buyer"), and Buyer agreed to acquire, all of Sellers' interest in a full-service retail business, including fishing and hunting products, auto and vehicle parts, oils and liquids, tires, batteries and other maintenance products and supplies, farm and pet supplies, home improvement and home living goods, clothing and footwear, toys and food, among other goods and services;

WHEREAS, after the Effective Date, Assignee will continue to operate a business of automotive dealerships, including new and used vehicle sales, automobile repair services, collision repair services, vehicle customization services, wholesale auto parts distribution, and the sale of clothing and promotional items related to such services (the "Mills Auto Business") and wishes to continue use of certain trademarks included in the "Excluded Assets" (as defined in the Purchase Agreement) in connection with its business;

WHEREAS, Assignor owns such trademarks and wishes to assign same to Assignee, and execution of this Agreement is required under Section 5.23 of the Purchase Agreement;

NOW, THEREFORE in consideration of the mutual covenants set forth below, and other good and valuable consideration (including a portion of that set forth in the Purchase Agreement), the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignment of Trademarks.

(a) Assignor hereby irrevocably assigns, transfers and conveys to Assignee all of its right, title and interest in (i) the trademarks and domain names listed on Exhibit A hereto, all registrations, applications, renewals and common-law rights associated therewith and the goodwill of the business symbolized thereby; and (ii) the right to bring an action, claim or proceeding for any infringement, misappropriation or violation of the foregoing prior to the Effective Date and to retain all damages, monies and proceeds therefrom (collectively, the "Assigned Marks").

(b) *Assignor makes the assignment in Section 1(a) on an "as is" and "where is" basis, and Assignor disclaims all representations and warranties, whether express or implied, with respect to the Assigned Marks. This Agreement does not modify the Purchase Agreement with respect to any representations or warranties therein.*

(c) Assignor shall, within 30 days after the Effective Date, take all actions required to (i) transfer to Assignee, (ii) record Assignee as the registrant of and (iii) record with the applicable registrar all contact information and contact persons designated by Assignee, in each case, for all domain names on Exhibit A.

2. Further Assurances. From time to time, without the payment of any additional consideration, each Party shall execute and deliver all documents and take all such actions as the other Party shall reasonably request to effectuate the intents and purposes of this Agreement, and to vest, validate, perfect and record title in the Assigned Marks in the name of Assignee.

3. Miscellaneous. This Agreement may be executed in counterparts. Facsimile or PDF signatures shall suffice to bind the Parties to this Agreement. This Agreement will be governed by and construed in accordance with the domestic substantive laws of the State of Delaware. The Parties irrevocably submit to the exclusive jurisdiction and venue of any state or federal court in the State of Delaware, in any action or proceeding arising out of or relating to this Agreement.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

FLEET WHOLESALE SUPPLY CO., INC.

By: 
Name: Jeffrey L. Mack
Title: Vice President

MILLS MOTOR, INC.

By: _____
Name:
Title:

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

FLEET WHOLESALE SUPPLY CO., INC.

By: _____
Name: Jeffrey L. Meek
Title: Vice President

MILLS MOTOR, INC.

By: Marisa M. Mills
Name: Marisa M. Mills
Title: Vice President

EXHIBIT A – Assigned Marks

Trademark Registrations and Pending Applications

Mark	Jurisdiction	Status	Serial No. / Registration No.	App. Date/Reg. Date.
BODYWORKS	U.S. Federal	Registered	3,166,072	10/31/2006
BODYWORKS	U.S. Federal	Service Mark	2,069,096	6/10/1997
CLICK SOME TIRES!	U.S. Federal	Registered	4,526,974	5/6/2014
I LOVE MILLS!	U.S. Federal	Registered	4,814,318	9/15/2015
MAG MILLS AUTO SINCE 1922/WHEEL	U.S. Federal	Filed, Intent to Use	86,697,467	7/18/2015
MAX MILLS AUTO XTREME (BORN FREE)	U.S. Federal	Filed, Intent to Use	86,683,685	7/6/2015
MAX MILLS AUTO XTREME (VERSION 1)	U.S. Federal	Filed, Intent to Use	86,358,281	8/5/2014
MAX MILLS AUTO XTREME (VERSION 2)	U.S. Federal	Filed, Intent to Use	86,698,339	7/20/2015
MILLS AUTO ACADEMY WHEEL - SHIELD	U.S. Federal	Filed, Intent to Use	86,743,198	8/31/2015
MILLS AUTO CENTER	U.S. Federal	Registered	2,344,847	4/25/2000
MILLS AUTO GROUP - WHEEL	U.S. Federal	Filed, Intent to Use	86,743,197	8/31/2015
MILLS AUTO XTREME STRIPED	U.S. Federal	Filed, Intent to Use	86,683,676	7/6/2015
MILLS AUTO XTREME WHEEL	U.S. Federal	Filed, Intent to Use	86,697,469	7/18/2015
MILLS AUTO XTREME.COM	U.S. Federal	Filed, Intent to Use	86,677,604	6/29/2015
MILLS SINCE 1922	U.S. Federal	Filed, Intent to Use	86,683,640	7/6/2015
MILLS SPOKE	U.S. Federal	Registered	2,219,988	1/26/1999
MILLS SPOKE (ITALIC)	U.S. Federal	Filed, Intent to Use	86,743,199	8/31/2015
MILLS SPOKE (STACKED)	U.S. Federal	Filed, Intent to Use	86,743,186	8/31/2015
MILLS SPOKE W/ WHEEL	U.S. Federal	Filed, Intent to Use	86,677,618	6/29/2015
MILLSAUTO.COM - WHEEL	U.S. Federal	Filed, Intent to Use	86,743,193	8/31/2015
SINCE 1922 MAG MILLS AUTO GROUP	U.S. Federal	Filed, Intent to Use	86,697,468	7/18/2015
STREET VINYL	U.S. Federal	Filed, Intent to Use	86,196,091	2/18/2014

Domain Names

Domain Name	Owner
baxter-used-cars.com	Fleet
bodyworks.biz	Fleet
bodyworks.xxx	Fleet
brainerdhonda.com	Fleet
brainerd-used-cars.com	Fleet
clicking-tires.com	Fleet
clicksometires.com	Fleet
comedrive.com	Fleet
datpaint.com	Fleet
fordedealer.com	Fleet
fordedealer.net	Fleet
fordedealer.org	Fleet
gladiatortruck.com	Fleet
gomills.biz	Fleet
gomills.info	Fleet
gomills.net	Fleet
gomills.org	Fleet
iheartmills.com	Fleet
iheartmillsauto.com	Fleet
iheartmymills.com	Fleet
ilovemills.com	Fleet
ilovemymills.com	Fleet
ilovemymillsride.com	Fleet
lincolndealer.com	Fleet
lincolndealer.net	Fleet
lincolndealer.org	Fleet
maa-mag.com	Fleet
manleymotors.com	Fleet
mercurydealer.com	Fleet
mercurydealer.net	Fleet
mercurydealer.org	Fleet
mfb.biz	Fleet
mfw.biz	Fleet
mfw.info	Fleet
millsadvantage.com	Fleet
millsadvantage.net	Fleet
millsadvantage.org	Fleet
millsauto.biz	Fleet
millsauto.co	Fleet
millsauto.com	Fleet
millsauto.net	Fleet
millsauto.org	Fleet
millsauto.xyz	Fleet
millsautoacademy.com	Fleet
millsautocenter.biz	Fleet
millsautocenter.co	Fleet
millsautocenter.com	Fleet
millsautocenter.info	Fleet

millsautocenter.net	Fleet
millsautocenter.org	Fleet
millsautoextreme.com	Fleet
millsautoextreme.net	Fleet
millsautofleet.com	Fleet
millsautogear.com	Fleet
millsautoimports.com	Fleet
millsautomotive.biz	Fleet
millsautomotive.com	Fleet
millsautomotive.info	Fleet
millsautomotive.net	Fleet
millsautomotive.org	Fleet
millsautomotiveacademy.com	Fleet
millsautomotivegroup.biz	Fleet
millsautomotivegroup.com	Fleet
millsautomotivegroup.info	Fleet
millsautomotivegroup.net	Fleet
millsautomotivegroup.org	Fleet
millsautosport.com	Fleet
millsautosports.com	Fleet
millsautoworks.com	Fleet
millscar.info	Fleet
millscars.biz	Fleet
millscars.com	Fleet
millscars.net	Fleet
millscars.org	Fleet
millschrysler.com	Fleet
millscustoms.net	Fleet
millscustomshop.com	Fleet
millscustomsshop.com	Fleet
millsdodge.com	Fleet
mills-dodge.com	Fleet
millsextreme.com	Fleet
millsextreme.net	Fleet
millsford.biz	Fleet
millsford.com	Fleet
millsford.info	Fleet
millsford.org	Fleet
millsfordbrainerd.com	Fleet
millsfordbrainerd.net	Fleet
millsfordbrainerd.org	Fleet
millsfordbrd.com	Fleet
millsfordbrd.net	Fleet
millsfordbrd.org	Fleet
millsfordchrysler.com	Fleet
millsfordjeep.com	Fleet
millsfordwillmar.net	Fleet
millsfordwillmar.org	Fleet
millsgladiator.com	Fleet
millsgladiatortruck.com	Fleet
millsgm.biz	Fleet
millsgm.com	Fleet

millsgm.info	Fleet
millsgm.net	Fleet
millsgm.org	Fleet
millsgmbrainerd.com	Fleet
millsgmbrainerd.net	Fleet
millsgmbrainerd.org	Fleet
millsgmbrd.com	Fleet
millsgmbrd.net	Fleet
millsgmbrd.org	Fleet
millsgmwillmar.com	Fleet
millsgmwillmar.net	Fleet
millsgmwillmar.org	Fleet
millsghonda.com	Fleet
millsimports.com	Fleet
millsjeep.biz	Fleet
millsjeep.com	Fleet
millsjeep.info	Fleet
millsjeep.net	Fleet
millsjeep.org	Fleet
millsjeepnissan.com	Fleet
millsjeepnissan.net	Fleet
millsjeepnissan.org	Fleet
millsjeepnissanwillmar.com	Fleet
millsjeepnissanwillmar.net	Fleet
millsjeepnissanwillmar.org	Fleet
millsjeepwillmar.com	Fleet
millsjeepwillmar.net	Fleet
millsjeepwillmar.org	Fleet
millsmercedes.com	Fleet
millsminneapolis.com	Fleet
millsminnetonka.com	Fleet
millsmotor.biz	Fleet
millsmotor.com	Fleet
millsmotor.info	Fleet
millsmotor.net	Fleet
millsmotor.org	Fleet
millsnissan.net	Fleet
millsnissan.org	Fleet
millsnissanwillmar.com	Fleet
millsnissanwillmar.net	Fleet
millsnissanwillmar.org	Fleet
millsminnetonka.com	Fleet
millsparts.biz	Fleet
millsparts.com	Fleet
millsparts.info	Fleet
millsparts.net	Fleet
millsparts.org	Fleet
millspremier.com	Fleet
millspremierauto.com	Fleet
millsram.com	Fleet
mills-ram.com	Fleet
millsscion.biz	Fleet

millsscion.com	Fleet
millsscion.info	Fleet
millsscion.net	Fleet
millsscion.org	Fleet
millspoke.com	Fleet
millsstreetvinyl.com	Fleet
millstoyota.biz	Fleet
millstoyota.com	Fleet
millstoyota.info	Fleet
millstoyota.net	Fleet
millstoyota.org	Fleet
millsusedcars.com	Fleet
millsusedcars.net	Fleet
millsusedcars.org	Fleet
millsvehiclepurchasebenefit.com	Fleet
millsvehiclepurchasebenefit.net	Fleet
millsvehiclepurchasebenefit.org	Fleet
millsxtreme.com	Fleet
millsxtreme.net	Fleet
pricelessmills.com	Fleet
tbw.biz	Fleet
tbw.info	Fleet
thebodyworks.biz	Fleet
thebodyworks.com	Fleet
thebodyworks.info	Fleet
thebodyworks.org	Fleet
whatagreatride.com	Fleet
whatagreatride.net	Fleet
wholesalecondensers.biz	Fleet
wholesalecondensers.com	Fleet
wholesalecondensers.info	Fleet
wholesalecondensers.net	Fleet
wholesalecondensers.org	Fleet
wholesalegastanks.biz	Fleet
wholesalegastanks.com	Fleet
wholesalegastanks.info	Fleet
wholesalegastanks.net	Fleet
wholesalegastanks.org	Fleet
wholesale-parts.biz	Fleet
wholesale-parts.com	Fleet
wholesale-parts.info	Fleet
wholesale-parts.net	Fleet
wholesaleradiators.biz	Fleet
wholesaleradiators.com	Fleet
wholesaleradiators.info	Fleet
wholesaleradiators.net	Fleet
wholesaleradiators.org	Fleet
willmarmotors.biz	Fleet
willmarmotors.com	Fleet
willmarmotors.info	Fleet
willmarmotors.net	Fleet
willmarmotors.org	Fleet

willmar-used-cars.com	Fleet
willmer-used-cars.com	Fleet
wontyoutakeadrive.com	Fleet