

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM379065

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prime Automotive Warehouse, LLC		04/01/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PAW Acquisition, LLC		
Street Address:	9 Greenway Plaza		
Internal Address:	Suite 2400		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77046		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4479662	PRIME GUARD	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<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:	2127288000		
Email:	ipdept@willkie.com		
Correspondent Name:	Amir Ghavi c/o Willkie Farr & Gallagher		
Address Line 1:	787 Seventh Ave		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	117975.00029AG		
NAME OF SUBMITTER:	Amir Ghavi		
SIGNATURE:	/amirghavi/		
DATE SIGNED:	04/01/2016		
Total Attachments: 4			
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source= Sterling -- Prime -- Trademark Assignment - PAW LLC (EXECUTION)#page2.tif			
source= Sterling -- Prime -- Trademark Assignment - PAW LLC (EXECUTION)#page3.tif			

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“Trademark Assignment”) is made as of April 1, 2016 by and between Prime Automotive Warehouse, LLC (“Seller”), and PAW Acquisition, LLC (“Purchaser”). Each of Seller and Purchaser is individually referred to from time to time herein as a “Party” and collectively as the “Parties.”

1. Assignment. Seller hereby irrevocably transfers, assign, conveys, sells and delivers to Purchaser, and Purchaser hereby accepts, all of Seller's right, title and interest in and to the following (the “Assigned Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks: (a) the trademark registration and trademark application set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof; (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any of the foregoing; and (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and any other governmental officials to record and register this Trademark Assignment upon request by Purchaser.

3. Counterparts. This Trademark Assignment may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one agreement. Execution and delivery of this Trademark Assignment by exchange of facsimile or other electronically transmitted counterparts bearing the signature of a Party will be equally as effective as delivery of a manually executed counterpart of such Party.

4. Successors and Assigns. This Trademark Assignment will inure to the benefit of, and be binding upon, the successors and assigns of the Parties.

5. Governing Law. This Trademark Assignment, and all claims or causes of action that may be based upon, arise out of, or relate to, this Trademark Assignment, will be governed by and construed in accordance with the law of the State of Delaware, without regard to its conflict of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Trademark Assignment as of the date first above written.

SELLER

PRIME AUTOMOTIVE WAREHOUSE, LLC

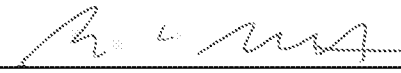
By: 
Name: Randy Baldock
Title: Chief Financial Officer

[Signature Page to Trademark Assignment Agreement of Prime Automotive Warehouse, LLC]

TRADEMARK
REEL: 005763 FRAME: 0326

PURCHASER

PAW ACQUISITION, LLC

By: _____

Name: Gary L. Rosenthal

Title: President and Chief Executive Officer

Schedule 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Registration No.	Registration Date	Application Serial No.	Filing Date	Registrant
Prime Guard	4479662	2/11/14	85636006	5/25/12	PAW, LLC