

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM409841

<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>
HLS Express Lube, Inc.		12/09/2016	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Take 5 Oil Change, L.L.C.		
<b>Street Address:</b>	440 S. Church Street, Suite 700		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	Corporation: LOUISIANA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4821963	EXPRESS LUBE PLUS	
<b>Registration Number:</b>	3859171	EXPRESS LUBE	
<b>Registration Number:</b>	4812326		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3367266991		
<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>	336-721-3747		
<b>Email:</b>	DCornatzer@wcsr.com		
<b>Correspondent Name:</b>	Randel S. Springer		
<b>Address Line 1:</b>	One West Fourth Street		
<b>Address Line 4:</b>	Winston-Salem, NORTH CAROLINA 27101		
<b>NAME OF SUBMITTER:</b>	Randel S. Springer		
<b>SIGNATURE:</b>	/Randy Springer/		
<b>DATE SIGNED:</b>	12/21/2016		
<b>Total Attachments: 4</b>			
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**BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT**

This BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Bill of Sale, Assignment and Assumption”) is made and entered into as of December 9, 2016, by and between TAKE 5 OIL CHANGE, L.L.C., a Louisiana limited liability company (“Purchaser”), and HLS Express Lube, Inc., a Texas corporation (the “Seller”).

WHEREAS, Purchaser and the Seller, along with shareholders of the Sellers, are parties to that certain Asset Purchase Agreement, dated as of November 29, 2016 (the “Purchase Agreement”), pursuant to which, among other things, the Seller has agreed to grant, sell, assign, transfer, convey and deliver to Purchaser certain assets of the Seller and, in connection therewith, Purchaser has agreed to assume certain liabilities and obligations of the Seller related thereto; and

WHEREAS, this Bill of Sale, Assignment and Assumption is contemplated by the Purchase Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. *Capitalized Terms.* Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Purchase Agreement.
2. *Bill of Sale, Assignment and Assumption.* Effective as of the Closing, the Seller hereby (a) grants, sells, assigns, transfers, conveys and delivers (collectively, the “Assignment”) to Purchaser, free and clear of all Liens, all right, title and interest in, to and under the Assets, other than the Excluded Assets, and (b) grants, sells, assigns, transfers, conveys and delivers to Purchaser the Assumed Liabilities. Purchaser hereby accepts the Assignment and assumes and agrees to observe and perform the duties, obligations, terms, provisions and covenants of, and to pay and discharge when due, the Assumed Liabilities, subject, in all cases, to the terms and conditions set forth in the Purchase Agreement.
3. *Excluded Liabilities.* Purchaser does not, and will not by assumption of the Assumed Liabilities or the acceptance of this Bill of Sale, Assignment and Assumption, assume any Excluded Assets or Excluded Liabilities, and the parties hereto agree that all such Excluded Assets and Excluded Liabilities will remain the sole responsibility of the Seller as set forth in the Purchase Agreement.
4. *Terms of the Purchase Agreement.* The terms of the Purchase Agreement are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement will govern.

5. *Further Actions.* Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Bill of Sale, Assignment and Assumption.

6. *Binding Effect.* This Bill of Sale, Assignment and Assumption and all of the provisions hereof will be binding upon and will inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. *Controlling Law.* This Bill of Sale, Assignment and Assumption will be governed by and construed in accordance with the internal laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).

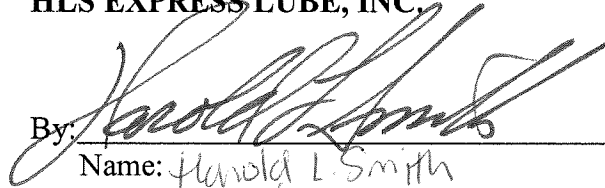
8. *Counterparts.* This Bill of Sale, Assignment and Assumption may be executed in counterparts, each of which will be deemed an original, but all of which will constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Bill of Sale, Assignment and Assumption by facsimile or e-mail transmission will be as effective as delivery of a manually executed counterpart of this Bill of Sale, Assignment and Assumption.

[*Signature page follows*]

IN WITNESS WHEREOF, the parties have executed this Bill of Sale, Assignment and Assumption as of the date first above written.

**SELLER:**

**HLS EXPRESS LUBE, INC.**

By:   
Name: Harold L. Smith  
Title: president

**PURCHASER:**

**TAKE 5 OIL CHANGE, L.L.C.**

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

IN WITNESS WHEREOF, the parties have executed this Bill of Sale, Assignment and Assumption as of the date first above written.


**SELLER:**

**HLS EXPRESS LUBE, INC.**

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

**PURCHASER:**

**TAKE 5 OIL CHANGE, L.L.C.**

By:  \_\_\_\_\_  
Name: Noah Pollack  
Title: EVP + Secretary

*Signature Page to Bill of Sale, Assignment and Assumption Agreement*