

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426459

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
i3 Brands, Inc.		04/28/2017	Corporation: DELAWARE
Automotive Capital Ventures, Inc.		04/28/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	The Reynolds and Reynolds Company		
Street Address:	One Reynolds Way		
City:	Kettering		
State/Country:	OHIO		
Postal Code:	45430		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3500783	PARTS.COM	
Registration Number:	4240490	THE MUSCLE BEHIND THE MECHANICS	
Registration Number:	5061854	TRADEMOTION	
CORRESPONDENCE DATA			
Fax Number:	8328308958		
<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:	2819743458		
Email:	wattner@al-ip.com		
Correspondent Name:	Adolph Locklar		
Address Line 1:	4615 Southwest Freeway, Suite 630		
Address Line 4:	Houston, TEXAS 77027		
NAME OF SUBMITTER:	Kimberly Wattner		
SIGNATURE:	/Michael Locklar/		
DATE SIGNED:	05/05/2017		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

In consideration of one dollar and other good and valuable consideration the sufficiency of which is hereby acknowledged, and as provided in the Asset Purchase Agreement dated as of April 28, 2017 (the "APA Date"), by and among **i3 Brands, Inc.**, a Delaware corporation, **Automotive Capital Ventures, Inc.**, a Delaware corporation (collectively, "**Seller**"), and **The Reynolds and Reynolds Company**, an Ohio corporation ("**Purchaser**"), Seller agrees as follows:

1. Seller assigns to Purchaser all right, title and interest of Seller in and to:
 - (a) all of Seller's rights in any trademark, service mark, trade name, or other mark or name (including a product name, service name, brand name, logo or slogan), whether registered or unregistered, owned by or licensed to Seller and used or held for use by Seller in connection with any product or service currently owned, designed, developed, produced, marketed, promoted, distributed, licensed, sold or otherwise exploited by Seller in the business of providing e-Commerce, marketing and sales of parts and accessories online through dealership specific websites and owned portal sites such as Parts.com, as well as the tools to monitor and facilitate transactions; solutions to provide listings, monitor and facilitate selling of parts through third party sites such as Amazon.com and eBay.com; and PartShield, HotShot, and an integrated application with Lyft (the "Business") as conducted prior to the APA Date, or otherwise used or held for use by Seller in the operation of its Business, including each registration and application identified in Attachment A;
 - (b) all of Seller's rights in the trade name "TradeMotion" and each other name or derivative thereof (including any trade name, fictitious business name or assumed name), under which Seller conducts the Business;
 - (c) all of Seller's rights in the internet domain name, www.Parts.com, and any other internet domains, social media or similar online names, pages or sites registered or used by Seller in the conduct of the Business;
 - (d) to the extent assignable, all of Seller's rights in all email addresses and other digital addresses or names registered or used by Seller in the conduct of the Business;
 - (e) the goodwill related to any marks, names or other rights assigned in (a), (b), (c) and (d) above; and
 - (f) all rights to sue for past, present and future infringement, dilution or violation of any of such rights, and all of Seller's claims against any third parties relating thereto, known or unknown, contingent or non-contingent.

2. Seller shall, from time to time and as necessary, execute and deliver to Purchaser all agreements and other documents reasonably necessary to give effect to this Trademark Assignment.

3. This Trademark Assignment is binding on Seller and its successors and assigns for the benefit of Purchaser and its successors and assigns.

4. This Trademark Assignment and the Asset Purchase Agreement (including the Exhibits and Schedules attached, or to be attached), and the "Closing Documents" defined in the Asset Purchase Agreement constitute the entire agreement between the parties as of the date of this Assignment and supersede any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they have related in any way to the subject matter hereof. All terms not defined herein shall have the meaning ascribed to such term in the Asset Purchase Agreement.

5. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICT OF LAW PRINCIPLES.

{Signature page follows}

IN WITNESS WHEREOF, the Seller has duly executed this Assignment as of the date first written above.

B Brands, Inc.,
a Delaware corporation

By: [Signature]
Name: MICHAEL T. LUCAS
Title: CEO

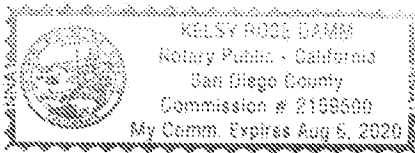
Automotive Capital Ventures, Inc.,
a Delaware corporation

By: [Signature]
Name: JAMES D. HENDERSON JR.
Title: PRESIDENT

Acknowledgement

On April 28th, 2017,

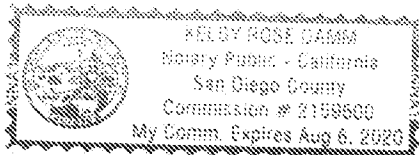
Michael T. Lucas, CEO, of **B Brands, Inc.**, acknowledged this Trademark Assignment before me.



[Signature]
Notary Public for the State of California
My commission expires 08/06/2020

On April 28th, 2017,

James D. Henderson, President, of **Automotive Capital Ventures, Inc.**, acknowledged this Trademark Assignment before me.



[Signature]
Notary Public for the State of California
My commission expires 08/06/2020

Attachment A
Trademark Registrations

Jurisdiction	Reg. No.	Filing Date	Issue Date	Mark	Owner
U.S.	3500783	6/29/07	9/16/08	Parts.com	i3 Brands, Inc.
U.S.	4240490	9/21/11	11/13/12	The Muscle Behind the Mechanics	Trademotion, Inc.
U.S.	5061854	2/20/15	10/18/16	TradeMotion	i3 Brands, Inc.