

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM449374

<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>
Pelican Parts Inc.		09/29/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pelican Parts, LLC		
<b>Street Address:</b>	1600 240th Street		
<b>City:</b>	Harbor City		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90710		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3795562	PELICAN PARTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3032912400		
<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>	303-291-2300		
<b>Email:</b>	kristimurray@perkinscoie.com		
<b>Correspondent Name:</b>	Alexander J.A. Garcia		
<b>Address Line 1:</b>	1900 Sixteenth Street, Suite 1400		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>ATTORNEY DOCKET NUMBER:</b>	127007.0006		
<b>NAME OF SUBMITTER:</b>	Alexander J.A. Garcia		
<b>SIGNATURE:</b>	/Alexander Garcia/		
<b>DATE SIGNED:</b>	11/01/2017		
<b>Total Attachments: 4</b>			
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OP \$40.00 3795562

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “Trademark Assignment”), dated as of September 29, 2017 (the “Effective Date”), is made by and between Pelican Parts, LLC, a Delaware limited liability company (“Purchaser”) and Pelican Parts, Inc., a Delaware corporation (“Assignor”).

WHEREAS, Assignor is the owner of the trademark and trademark registration described on Schedule I hereto (the “Trademarks”); and

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement, dated as of September 29, 2017, by and among Purchaser, Assignor and Wayne Dempsey (the “Purchase Agreement”), Assignor has agreed to assign to Purchaser all of Assignor’s right, title, and interest in and to the Trademarks (and the portion of the business of Assignor to which the Trademarks pertain), together with the goodwill associated therewith.

NOW THEREFORE, for the consideration set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. In connection with the transfer of the portion of the business to which the Trademarks pertain, Assignor hereby sells, transfers, conveys, assigns, and sets over unto Purchaser, and its successors and assigns, Assignor’s entire right, title and interest in and to the Trademarks, including, without limitation, all registrations and applications therefor and the right to apply for and register the Trademarks, in the United States of America and all foreign countries, together with the goodwill of Assignor’s business in which the Trademarks are used and symbolized by the Trademarks, all common law and statutory rights related thereto, all rights of renewal and extension, and the right to sue and recover for damages and profits for past infringements thereof.

2. This Trademark Assignment and all Legal Proceedings (as defined in the Purchase Agreement) arising hereunder will be governed by and construed in accordance with the Laws as defined in the Purchase Agreement) of the State of Delaware without reference to such state’s principles of conflicts of law.

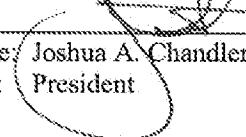
3. This Trademark Assignment will inure to the benefit of and be binding upon Purchaser and Assignor and their respective successors and assigns. This Trademark Assignment may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart. Any such signature page will be effective as a counterpart signature page hereto without regard to page, document or version numbers or other identifying information thereon, which are for convenience of reference only. This Trademark Assignment may be executed by facsimile or .PDF signature, and a facsimile or .PDF signature will constitute an original signature for all purposes.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Assignment to be executed and delivered by its duly authorized representative as of the Effective Date.

**PURCHASER:**

PELICAN PARTS, LLC

By:   
Name: Joshua A. Chandler  
Title: President

**ASSIGNOR:**

PELICAN PARTS, INC.

By: \_\_\_\_\_  
Name: Wayne Dempsey  
Title: President

[Trademark Assignment]

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Assignment to be executed and delivered by its duly authorized representative as of the Effective Date.

**PURCHASER:**

PELICAN PARTS, LLC

By: \_\_\_\_\_  
Name: Joshua A. Chandler  
Title: President

**ASSIGNOR:**

PELICAN PARTS, INC.

By:  \_\_\_\_\_  
Name: Wayne Dempsey  
Title: President

[Trademark Assignment]

Schedule I

Trademarks

Citation	Country	Status	Registrant	Application Number	Application Date	Registration Number	Registration Date	Goods and Services
PELICAN PARTS	US	Registered	PELICAN PARTS INC. DELAWARE CORPORATION 1600 240TH STREET HARBOR CITY, CALIFORNIA, 90710	77806453	17-AUG-2009	3795562	01-JUN-2010	<b>INT. CL. 35</b> ON-LINE RETAIL STORE SERVICES FEATURING EUROPEAN AND DOMESTIC AUTOMOTIVE PARTS AND ACCESSORIES