

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM457215

<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>
Kauffman Tire, Inc.		01/08/2018	Corporation: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mavis Southeast LLC		
<b>Street Address:</b>	358 Saw Mill River Road		
<b>City:</b>	Millwood		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10546		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3849962	SERVICE ADVANTAGE PREVENTATIVE AUTO CARE	
<b>Registration Number:</b>	4917010	KAUFFMAN TIRE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124464900		
<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>Email:</b>	susan.zablocki@kirkland.com		
<b>Correspondent Name:</b>	Susan Zablocki		
<b>Address Line 1:</b>	Kirkland & Ellis LLP		
<b>Address Line 2:</b>	601 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	19127-4		
<b>NAME OF SUBMITTER:</b>	Susan Zablocki		
<b>SIGNATURE:</b>	/susan zablocki/		
<b>DATE SIGNED:</b>	01/08/2018		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this “Assignment”) is made and entered into on January 8, 2018 (the “Effective Date”), and is made from Kauffman Tire, Inc., a Georgia corporation, having a place of business at 3 Glenlake Parkway, NE, Suite 400, Atlanta, GA 30328 (the “Assignor”) to Mavis Southeast LLC, a Delaware limited liability company, having a place of business 358 Saw Mill River Road Millwood, NY 10546 (the “Assignee”).

WHEREAS, pursuant to, and upon the terms and conditions of, the Asset Purchase Agreement dated as of November 7, 2017 (the “Purchase Agreement”; unless otherwise defined herein, capitalized terms used herein shall have the meanings given to them in the Purchase Agreement), by and among Assignor, Assignee, Mavis Tire Supply LLC, a Delaware limited liability company, and, solely for purposes of Section 7.10 thereof, Mark Kauffman and the Mark Kauffman Family Trust, Assignor agreed to sell, convey, assign and transfer to Assignee, and Assignee agreed to accept certain Acquired Assets, including Assignor’s worldwide right, title and interest in, to and under the trademark registrations and trademark applications identified on Annex A attached hereto (the “Marks”);

WHEREAS, Assignor is the sole and exclusive owner of the Marks, and

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee wishes to acquire and assume from Assignor, the Marks, effective as of the Effective Date, upon the terms and subject to the conditions set forth in this Assignment.

NOW, THEREFORE, in consideration of the foregoing premises and the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor does hereby irrevocably assign, transfer, convey and deliver to Assignee, subject to the Trademark License Agreement also dated as of November 7, 2017, by and between Assignor and Assignee (the “Trademark License Agreement”), effective as of the Effective Date, and Assignee hereby accepts, all of Assignor’s worldwide right, title and interest in and to the Marks, including any common law, statutory and other rights associated therewith, together with the goodwill of the business associated with the use of and symbolized by the Marks, and all the registration applications and registrations therefor, and, except as modified by the Trademark License Agreement, all rights to (i) bring an action, whether at law or in equity, for past, present or future infringement, dilution, misappropriation, misuse or other violation of the Marks against any third party, (ii) any proceeds, benefits, privileges, causes of action, and remedies relating to the Marks and (iii) recover damages, profits and injunctive relief for all past, present or future infringement, dilution, misappropriation, misuse, or other violation of the Marks.

2. Effective upon the Effective Date, and except as modified by the Trademark License Agreement, Assignee shall be responsible for and shall pay any and all costs relating to the registration, maintenance and prosecution of the Marks, including payment of any associated fees therefor, for the notarization, authentication, legalization or consularization of the signatures hereof, and for the recording of such assignment documents with the appropriate governmental authorities.

3. Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks. Assignor, at Assignee's request, shall execute, acknowledge and deliver to Assignee such other instruments of conveyance and transfer and will take such other actions and execute and deliver such other documents, certifications and further assurances as Assignee may reasonably require in order to vest title more effectively in Assignee, or to put Assignee more fully in possession of, any of the Marks. All of the parties hereto shall cooperate with one another and execute and deliver to the other such other instruments and documents and take such other actions as may be reasonably requested from time to time by the other party hereto as necessary to carry out, evidence and confirm the intended purposes of this Assignment.

4. This Assignment is subject in all respects to the terms and conditions of the Purchase Agreement and the Trademark License Agreement, and nothing contained herein is intended or shall be deemed to supersede, amend, or enlarge any of the terms, conditions, limitations, obligations, agreements, covenants, or warranties of any party contained in the Purchase Agreement or the Trademark License Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and this Assignment, the terms of the Purchase Agreement or the Trademark License Agreement shall govern.

5. This Assignment shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. Neither this Assignment, nor any term or provision hereof, may be amended, modified, superseded or cancelled except by an instrument in writing signed by each party hereto.

6. No modification, amendment or waiver of any provision of, or consent or approval required by, this Assignment, nor any consent to or approval of any departure herefrom, shall be effective unless it is in writing and signed by the party hereto against whom enforcement of any such modification, amendment, waiver, consent or approval is sought. Such modification, amendment, waiver, consent or approval shall be effective only in the specific instance and for the purpose for which given.

7. This Assignment may be executed in one or more counterparts, any one of which may be by facsimile or digital imaging device (*e.g.*, pdf format), and all of which taken together shall constitute one and the same instrument.

8. This Assignment including without limitation, the interpretation, construction and validity hereof, shall be governed in all respects by the internal Laws of the State of New York, without giving effect to any principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of the laws of another jurisdiction. In the event of any action arising hereunder or in connection with the matters contemplated hereby, each party agrees to submit to the exclusive jurisdiction of courts of the State of New York or of the United States located in the State of New York.

*[Remainder of page intentionally left blank; signature page follows]*

IN WITNESS WHEREOF, Assignor and Assignee have caused their respective duly authorized officers to execute this Assignment as of the date first written above.

**ASSIGNOR**

KAUFFMAN TIRE, INC.

By: 

Name: Mark Kauffman

Title: President

**WITNESS**

By: 

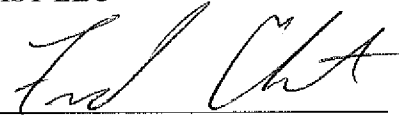
Name: Brad Goodson

*[Signature Page to Trademark Assignment]*

**ASSIGNEE**

MAVIS SOUTHEAST LLC

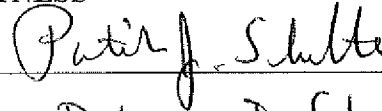
By



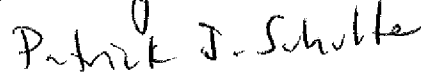
Name: Fred Christensen  
Title: Chief Financial Officer

**WITNESS**

By:



Name:



*[Signature Page to Trademark Assignment]*

Annex A – The Marks

Mark	Serial No.	Date Filed	Registration No.	Registration Date
Services Advantage Preventative Auto Care	77/935,857	2/15/10	3,849,962	9/21/10
Kauffman Tire	86/481,018	12/15/14	4,917,010	3/15/16