

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475980

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Turbo Supply, Inc.		02/28/2018	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	BBB Industries, LLC		
Street Address:	29627 Renaissance Blvd.		
City:	Daphne		
State/Country:	ALABAMA		
Postal Code:	36526		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87307205	SUPERIOR ENGINE PARTS	
Registration Number:	4716106	TURBOSUPPLY	
Registration Number:	4983979	QRC REMAN	
Registration Number:	5072717	QRC	
CORRESPONDENCE DATA			
Fax Number:	3146127805		
<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:	3144447600		
Email:	ipdept@lewisrice.com		
Correspondent Name:	Lewis Rice LLC		
Address Line 1:	600 Washington Avenue, Suite 2500		
Address Line 2:	Box IP Department		
Address Line 4:	St. Louis, MISSOURI 63101		
NAME OF SUBMITTER:	Chris Volz		
SIGNATURE:	/Chris Volz/		
DATE SIGNED:	05/30/2018		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**Assignment**”), dated as of February 28, 2018, is made by TURBO SUPPLY, INC., a Missouri corporation (“**Seller**”), in favor of BBB INDUSTRIES, LLC, a Delaware limited liability company (“**Buyer**”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer, Seller, Quality Remanufacturing Corporation, and Classico, LLC and dated as of even date herewith (the “**Purchase Agreement**”).

Under the Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office.

Seller therefore agree as follows.

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title and interest in and to the following (the “**Assigned IP**”):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof (collectively, the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Seller’s business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(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 and all 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 no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions.** Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment upon request by Buyer. Following the date hereof, upon Buyer’s reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. This Assignment is executed and delivered pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. 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 shall govern.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

6. Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Missouri, without giving effect to any conflict of law provision or rule.

{signature page immediately follows}

Executed by the parties as of the date set forth in the introductory paragraph.


TURBO SUPPLY, INC.,
a Missouri corporation

By: *[Signature]*
Name: *Kyle Thirion*
Title: *President*


SCHEDULE 1

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

TRADEMARK REGISTRATIONS:

Mark	Jurisdiction	Registration Number	Registration Date
<u>TURBOSUPPLY</u>	USA	4716106	April 7, 2015
<u>QRC REMAN and Design</u> 	USA	4983979	June 21, 2016
<u>QRC</u>	USA	5072717	November 1, 2016

TRADEMARK APPLICATIONS:

Mark	Jurisdiction	ITU Status	Application Serial Number	Filing Date
<u>SUPERIOR ENGINE PARTS and Design</u> 	USA	Published November 28, 2017	87-307205	January 19, 2017