

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469864

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTERAMERICAN MOTOR CORPORATION		04/04/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	INTERAMERICAN MOTOR, LLC		
Street Address:	3 Dakota Drive		
Internal Address:	Suite 110		
City:	New Hyde Park		
State/Country:	NEW YORK		
Postal Code:	11042		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	87363505	ORIGINAL PERFORMANCE REPLACEMENT PARTS	
Serial Number:	86361779	ORIGINAL PERFORMANCE	
Registration Number:	4966084	IMC	
Registration Number:	4829783	OPPARTS	
Registration Number:	4788361	OPPARTS	
Registration Number:	4655776	IMC YOUR QUALITY SOURCE	
Registration Number:	4645068	IMC	
Registration Number:	3859180	IMC WEB WAREHOUSE	
CORRESPONDENCE DATA			
Fax Number:	2125750671		
<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:	2127909200		
Email:	trademark@cll.com		
Correspondent Name:	Jeffrey H. Epstein		
Address Line 1:	Cowan, Liebowitz & Latman, P.C.		
Address Line 2:	114 West 47th Street		
Address Line 4:	New York, NEW YORK 10036		

OP \$215.00 87363505

NAME OF SUBMITTER:	Jeffrey H. Epstein
SIGNATURE:	/Jeffrey H. Epstein/
DATE SIGNED:	04/14/2018
Total Attachments: 5 source=IMC Trademark Assignment_(52952687_2)#page1.tif source=IMC Trademark Assignment_(52952687_2)#page2.tif source=IMC Trademark Assignment_(52952687_2)#page3.tif source=IMC Trademark Assignment_(52952687_2)#page4.tif source=IMC Trademark Assignment_(52952687_2)#page5.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “Assignment”) is made and entered into as of April 4, 2018 (“Effective Date”), by INTERAMERICAN MOTOR CORPORATION, a California corporation (“Assignor”), in favor of INTERAMERICAN MOTOR, LLC, a Delaware limited liability company (“Assignee”). Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignee, together with Assignor, Seller Parent, and Buyer Parent have entered into that certain Asset Purchase Agreement, dated as of February 22, 2018 (the “Asset Purchase Agreement”), pursuant to which Assignor and Seller Parent agreed to sell to Assignee, and Assignee agreed to purchase from Assignor and Seller Parent, certain assets of Assignor; and

WHEREAS, in connection with the transactions contemplated by the Asset Purchase Agreement, Assignor desires to assign to Assignee, and Assignee desires to acquire, all of Assignor’s right, title and interest in and to all trademarks, service marks, trade names, service names, brand names, trade dress rights, logos and corporate names, and all other indicia or origin, and all applications, registrations and renewals thereof, including, without limitation, the trademark registrations and applications listed in Appendix A, together with the goodwill of the business associated with the foregoing (collectively, the “Marks”).

NOW, THEREFORE, for good and valuable consideration (the receipt, adequacy, and sufficiency of which are hereby acknowledged), the parties hereby agree as follows:

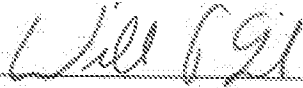
1. Assignor does hereby sell, convey, transfer, assign, and deliver to Assignee, and Assignee hereby acquires from Assignor, free and clear of all liens and Encumbrances, all of Assignor’s right, title and interest of Assignor in and to the Marks, together with all goodwill associated therewith and all trademark registrations, applications, and renewals in connection with such Marks, and any other rights Assignor now has or to which Assignor may become entitled under existing or subsequently enacted federal, state, or foreign laws, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect income, royalties, damages, products, proceeds and payments due or payable as of the Effective Date or thereafter with respect to the foregoing, including all claims for past, present, or future infringement, dilution or misappropriation of the foregoing, with the right to sue for and collect the same. Assignor shall execute and deliver such further and other documents as may be reasonably necessary to give effect to this Assignment and to carry out its provisions.
2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Assignee as the owner of the Marks identified on Annex A.
3. Assignor shall take such further actions, and shall execute and deliver such further and other documents, as may be reasonably requested by Assignee to give effect to this Assignment and to carry out its provisions.
4. If the Marks are the subject of an application based on Assignor’s bona fide intent to use the Marks in commerce, Assignor hereby represents that Assignee is the successor to the portion of Assignor’s ongoing and existing business to which the applications and the Marks pertain.

5. This Assignment shall in all respects be construed in accordance with and governed by the laws of the State of Delaware without regard to any conflicts of laws principles that would require the application of any other law. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. If any term, provision, covenant, or condition of this Assignment, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Assignment and such term, provision, covenant, or condition as applied to other persons, places, and circumstances shall remain in full force and effect. This Assignment may be amended, modified, or supplemented only by a written agreement signed by the authorized representatives of Assignor and Assignee. Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Assignment in accordance with and subject to all the terms, provisions, and limitations set forth in the Asset Purchase Agreement. Nothing in this Assignment shall alter any liability or obligation of the Assignor or the Assignee arising under the Asset Purchase Agreement. If there shall be any conflict between the terms of this Assignment and the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall govern and control.

[The remainder of this page intentionally left blank; signature page(s) follow.]

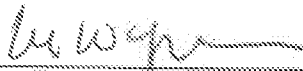
IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by their duly authorized representatives effective as of the Effective Date.

INTERAMERICAN MOTOR CORPORATION

By: 

Name: William T. Giles

Its: Executive Vice President and Chief Financial Officer

By: 

Name: William W. Graves

Its: Executive Vice President

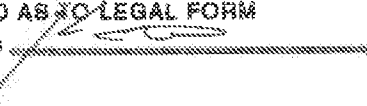
INTERAMERICAN MOTOR, LLC

By: _____

Name: _____

Its: _____

APPROVED AS TO LEGAL FORM

K. Williams 

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by their duly authorized representatives effective as of the Effective Date.

INTERAMERICAN MOTOR CORPORATION

By: _____

Name: _____

Its: _____

INTERAMERICAN MOTOR, LLC





By:  _____

Name: Ian Arons

Its: President and Secretary

[Signature Page to Trademark Assignment]

**APPENDIX A
MARKS**

Mark	Jurisdiction	Ser. No. Filing Date	Reg. No. Reg. Date	Status
	United States	87/363,505 March 8, 2017	n/a	Published
	United States	86/361,779 August 8, 2014	n/a	Published
	United States	86/587,812 April 6, 2015	4,966,084 May 24, 2016	Registered
OPPARTS	United States	86/259,427 April 22, 2014	4,829,783 October 13, 2015	Registered
	United States	86/259,503 April 22, 2014	4,788,361 August 11, 2015	Registered
IMC YOUR QUALITY SOURCE	United States	86/259,352 April 22, 2014	4,655,776 December 16, 2014	Registered
IMC	United States	86/259,287 April 22, 2014	4,645,068 November 25, 2014	Registered
IMC WEB WAREHOUSE	United States	77/823,566 September 10, 2009	3,859,180 October 12, 2010	Registered

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