

08/06/2018

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



REC  
TI

103679490

08-03-18

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Quality Automotive Warehouse, Inc.

- Individual(s)
- Partnership
- Corporation- State: Maryland
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) United States

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 31, 2018

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Parts Authority Southern LLC

Street Address: 211-10 Hillside Avenue

City: Queens Village

State: New York

Country: USA Zip: 11427

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other LLC Citizenship New York

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)



4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s)

4,227,014 2,913,648

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

AUTOPARTSFAST - TECH PARTS EXPRESS

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Ivana Money, Paralegal

Internal Address: Berkowitz, Trager & Trager, LLC

Street Address: 8 Wright Street

City: Westport

State: CT Zip: 06880

Phone Number: (203) 291-8224

Docket Number: \_\_\_\_\_

Email Address: im@bertralaw.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00

- Authorized to be charged to deposit account
- Enclosed

**TRADEMARK PROCESS**

8. Payment Information:

**RECEIVED**

**2018 AUG 03**

**US PATENT &**

Deposit Account Number \_\_\_\_\_

**TRADEMARK OFFICE**

Authorized User Name \_\_\_\_\_

9. Signature:

*Ivana Money*  
Signature

Ivana Money, Paralegal

Name of Person Signing

08/07/2018 KNGUYENI 00000012 4227014  
Date

Total number of pages including cover sheet, attachments, and document: 8

01 FC:0521

40.00 OP

Documents to be recorded (including cover sheet) should be faxed to 571-278-2140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

25.00 OP

**TRADEMARK**  
**REEL: 006408 FRAME: 0201**

**QUALITY AUTOMOTIVE WAREHOUSE, INC.**

**INTELLECTUAL PROPERTY ASSIGNMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), effective as of the 31<sup>st</sup> day of July, 2018 (the "Effective Date"), is made by and between QUALITY AUTOMOTIVE WAREHOUSE, INC., a Maryland corporation ("Seller"), and PARTS AUTHORITY SOUTHERN LLC, a New York limited liability company ("Purchaser").

WHEREAS, Seller is the owner of, and desires to assign to Purchaser, all right, title and interest in and to: (i) any and all trademarks, service marks and intellectual property rights, including rights of priority, and all U.S. registrations for the marks/names identified on Exhibit A attached hereto (the "Marks"); (ii) the internet domain names identified on Exhibit B attached hereto (the "Domain Names," and collectively with the Marks, the "Intellectual Property"); and (iii) any and all goodwill of the business associated with the Intellectual Property; and

WHEREAS, Purchaser desires to acquire the Intellectual Property and any and all goodwill of the business associated therewith from Seller, subject to the terms and conditions of this Assignment;

WHEREAS, Seller and Purchaser desire to confirm of record the assignment of the Intellectual Property and goodwill to Purchaser; and

WHEREAS, this Assignment is being entered into in connection with and as a condition to the closing of the transactions contemplated by that certain Asset Purchase Agreement dated as of the date hereof, among Purchaser, Seller, Mark Bond and Debra Bond Kuntz (the "Asset Purchase Agreement").

NOW, THEREFORE, in consideration of the Purchase Price (as defined in the Asset Purchase Agreement) paid to Seller pursuant to the Asset Purchase Agreement and the foregoing recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Seller hereby assigns to Purchaser all right, title and interest in and to the Marks, together with: (i) the goodwill symbolized by the Marks; (ii) all causes of action, claims and demands and other rights for, or arising from, any infringement or misappropriation, including past infringements and misappropriations, of the Marks; and (iii) any royalties or other consideration owed to Seller in connection with use of the Marks from and after the Effective Date.

2. Seller agrees, without further consideration, to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Purchaser may from time to time reasonably request to effect fully this Assignment and to permit Purchaser to be duly recorded as the registered owner of the Marks, the goodwill and all other rights hereby conveyed.

3. Seller hereby transfers and conveys to Purchaser all rights, title and interest in and to the Domain Names.

4. Purchaser hereby accepts the assignment of the Intellectual Property and the associated goodwill.

5. This Assignment may be executed in one or more counterparts (including by facsimile), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Assignment to be duly executed by their respective authorized officers as of the day and year first above written.

QUALITY AUTOMOTIVE WAREHOUSE, INC.

By: Mark Bond (res.)  
Mark Bond  
President

PARTS AUTHORITY SOUTHERN LLC

By: \_\_\_\_\_  
Randy A. Buller  
President

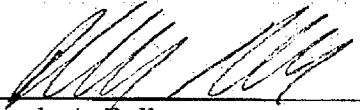
*[Signature Page to QAW Intellectual Property Assignment]*

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Assignment to be duly executed by their respective authorized officers as of the day and year first above written.

QUALITY AUTOMOTIVE WAREHOUSE, INC.

By: \_\_\_\_\_  
Mark Bond  
President

PARTS AUTHORITY SOUTHERN LLC

By:  \_\_\_\_\_  
Randy A. Buller  
President

*[Signature Page to QAW Intellectual Property Assignment]*

**THE MARKS**

- **AUTOPARTSFAST** – Registered July 16, 2011, Registration No. #4,227,014 – Section 8 Declaration must be filed by October 16, 2018 or mark will be abandoned.
- **TECH PARTS EXPRESS** - Registered February 3, 2014, Registration No #2,913,648 – the mark remains in effect through December 16, 2024.

THE DOMAIN NAMES

URLs	Filing Period	Renewal Date
autopartsfast.biz	Annual	5/31/2019
autopartsfast.co	Annual	5/31/2019
autopartsfast.us	Annual	5/31/2019
autopartsfast.info	Annual	6/1/2019
autopartsfast.mobi	Annual	6/1/2019
autopartsfast.org	Annual	6/1/2019
partsforyounow.com	Annual	7/13/2019
brakepartshq.com	Annual	7/22/2019
upaylessautoparts.com	Annual	7/22/2019
1stcallexpress.com	Annual	7/25/2019
1stcalxpress.com	Annual	7/25/2019
autopartsfast.com	Annual	7/25/2019
autopartsquick.com	Annual	7/25/2019
firstcallexpress.com	Annual	7/25/2019
autopartsking.biz	5 year	1/10/2022
qaw-inc.com	5 year	9/1/2020
qawinc.com	5 year	9/1/2020

tpx-qaw.com	5 year	12/11/2020
qawwhse.co	5 year	8/8/2020
techparts.co	5 year	8/8/2020
aapautoi.com	2 year	7/25/2019
annapolisautoi.com	2 year	7/25/2019
cherrydaleautoi.com	2 year	7/25/2019
marltonauto.com	3 year	7/25/2020
marltonautoi.com	2 year	7/25/2019
partsplusauto.net	2 year	7/25/2019
pennrelautoi.com	2 year	7/25/2019
qaw.com	5 year	7/25/2023
qawonline.com	5 year	7/25/2023
techpartsautoi.com	2 year	7/25/2019
techpartsxpress.com	3 year	7/25/2020
autopartsfast.net	5 year	3/26/2023
partsplusdc.com	5 year	7/21/2023
partsplusnj.com	5 year	7/21/2023
partsplusofdc.com	5 year	7/21/2023
partsplusofmd.com	5 year	7/21/2023
partsplusofnj.com	5 year	7/21/2023
partsplusofpa.com	5 year	7/21/2023



partsplusofva.com	5 year	7/21/2023
partspluspa.com	5 year	7/21/2023
partsplusva.com	5 year	7/21/2023
automotivepartshq.com	5 year	7/22/2023
techpartsexpress.com	5 year	2/18/2020
qualityautomotivewarehouse.com	10 year	7/17/2023

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