

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487939

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Auto Shops, LLC		08/29/2018	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Turn 5, Inc.		
Street Address:	600 Cedar Hollow Road		
City:	Paoli		
State/Country:	PENNSYLVANIA		
Postal Code:	19301		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5369743	GO TOPLESS DAY	
CORRESPONDENCE DATA			
Fax Number:	2158843500		
<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:	215-887-0200		
Email:	aisztwan@sogtlaw.com		
Correspondent Name:	Alexis Dillett Isztwan		
Address Line 1:	2617 Huntingdon Pike		
Address Line 4:	HUNTINGDON VALLEY, PENNSYLVANIA 19006		
NAME OF SUBMITTER:	Alexis Dillett Isztwan		
SIGNATURE:	/Alexis Dillett Isztwan/		
DATE SIGNED:	08/29/2018		
Total Attachments: 4			
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OP \$40.00 5369743

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is effective as of August 27, 2018 ("Effective Date"), by and between The Auto Shops, LLC, a California limited liability company ("Assignor") and Turn 5, Inc., a Pennsylvania corporation ("Assignee").

Pursuant to a certain Asset Purchase Agreement by and between Assignor and Assignee dated July 20, 2018 and with an effective date of July 20, 2018, Assignor transferred to Assignee all of Assignor's right, title and interest in and to certain assets, including certain trademarks. In consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Assignor sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the trademarks set forth on the attached Schedule 1, including any United States and foreign registrations for, or applications to register, such trademarks, and domain name registrations therefor, together with the goodwill of the business that is symbolized by the trademarks, including but not limited to renewal rights in the trademarks, the right to obtain registrations of the trademarks in the United States and throughout the world, the right to all proceeds associated with the trademarks and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's name ("**Trademarks**").

2. Assignor shall cooperate with Assignee, at Assignee's sole expense, in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to acquire, maintain, consolidate, confirm, vest, perfect and/or record Assignee's full and complete ownership of and title in the Trademarks including with, for example, the U.S. Patent and Trademark Office and equivalent foreign offices, and with domain name registrars.

3. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

4. This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

5. This Assignment contains the entire agreement and understanding of the parties relating to the subject matter hereof, and merges with and supersedes all prior and contemporaneous discussions, agreements and understandings of every nature between the parties relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties.

6. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties to this Trademark Assignment have duly executed it effective as of the Effective Date.

THE AUTO SHOPS, LLC

By: 
Todd Madeiros, Sole Member

TURN 5, INC.

By: _____
Steven Voudouris, President

(01436184;v3)

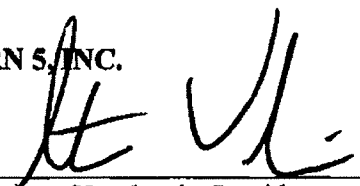
TRADEMARK
REEL: 006424 FRAME: 0314

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THE AUTO SHOPS, LLC

By: _____
Todd Madeiros, Sole Member

TURN 5, INC.

By:  _____
Steven Voudouris, President

SCHEDULE 1

TRADEMARK

Mark	Registration Number	Registration Date
GO TOPLESS DAY	5369743 (United States Registration)	01/02/2018

{01436184;v3 }