

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488099

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Austin Brake and Clutch Supply, Inc.		07/31/2018	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	TruckPro, LLC		
Street Address:	1900 Charles Bryan		
Internal Address:	Suite 100		
City:	Cordova		
State/Country:	TENNESSEE		
Postal Code:	38016		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87603030	AUSTIN BRAKE & CLUTCH SUPPLY SINCE 1954	
CORRESPONDENCE DATA			
Fax Number:	9012597280		
<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:	9012597100		
Email:	sevans@farris-law.com		
Correspondent Name:	Robert S Evans		
Address Line 1:	999 S. Shady Grove Rd		
Address Line 2:	Suite 500		
Address Line 4:	Memphis, TENNESSEE 38120		
NAME OF SUBMITTER:	Robert S Evans		
SIGNATURE:	/Robert S Evans/		
DATE SIGNED:	08/30/2018		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“IP Assignment”), dated July 31, 2018, is entered into by and between **Austin Brake and Clutch Supply, Inc.** dba Austin Brake & Supply, a Texas corporation (“Assignor”), and **TruckPro, LLC**, a Delaware limited liability company (“Assignee”).

BACKGROUND

Pursuant to that certain Asset Purchase Agreement (the “Purchase Agreement”), dated the date hereof, by and among Assignor and Assignee and the other parties identified therein, Assignor has agreed to sell, convey, transfer, and irrevocably assign and deliver to Assignee or one or more affiliates of Assignee its entire right, title and interest in, to and under all of the Intellectual Property owned by Assignor and related to the Business, as well as the Intellectual Property rights licensed by Assignor and related to the Business, including, without limitation, the Intellectual Property set forth on Schedule 1 attached hereto (collectively, the “Acquired Intellectual Property”).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Assignor hereby sells, conveys, transfers, and irrevocably assigns and delivers to Assignee, free and clear of all Liens, all of Assignor’s right, title and interest in, to and under the Acquired Intellectual Property.

FURTHER UNDERTAKINGS

2. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor takes in order to effectuate, carry out, or fulfill the parties’ intent and/or Assignor’s obligations hereunder, including the execution of any instruments and papers that are necessary or desirable, in Assignee’s sole discretion, to consolidate, confirm, vest and/or record Assignee’s full and complete ownership of the Acquired Intellectual Property.

GENERAL

3. Entire Agreement. This IP Assignment and the Purchase Agreement contain the entire agreement of the parties hereto with respect to the subject matter of this IP Assignment. No prior or contemporaneous agreement or understanding pertaining to any such matter shall be effective. Neither the making nor the acceptance of this IP Assignment or of any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance as to any particular item of Acquired Intellectual Property shall restrict, impair, reduce, expand or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by Assignor or Assignee of any liabilities, duties or obligations imposed upon any of them by the terms of the Purchase Agreement, including the representations and warranties and other provisions contained therein.

4. Assignment. This IP Assignment may be assigned by Assignee in accordance with the provisions of the Purchase Agreement.

5. Binding Effect. This IP Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their permitted successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this IP Assignment.

6. No Amendment. This IP Assignment may not be amended, modified or supplemented except by an instrument in writing signed by, or on behalf of, the parties.

7. Severability. If any provision of this IP Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

8. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement and any rules of construction set forth in the Purchase Agreement shall apply to this IP Assignment.

9. Counterparts; Execution by Electronic Means. This IP Assignment may be executed in two or more counterparts, via facsimile, .pdf or electronic delivery, each of which shall be considered an original instrument, and all of which, when taken together, shall constitute one and the same agreement.

10. Governing Law. This IP Assignment shall be governed by, and construed in accordance with, the Laws of the State of Texas applicable to contracts executed in and to be performed in that state without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the State of Texas.

[THE REST OF THIS PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, each of the parties hereto has hereunto caused this Intellectual Property Assignment to be duly executed on the date first above written.

ASSIGNOR:

Austin Brake and Clutch Supply, Inc.

DocuSigned by:
By: David Limon
Name: David Limon
Title: President

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, each of the parties hereto has hereunto caused this Intellectual Property Assignment to be duly executed on the date first above written.

ASSIGNEE:

TruckPro, LLC

By: _____

Name: Steven J. Martin

Title: Executive Vice President and Chief Financial Officer

SCHEDULE 1

- Trademark registration with Serial Number 87603030 and filing date September 11, 2017 for the mark, “Austin Brake & Clutch Supply Since 1954,” and consists of a mechanical wheel cog with a banner across it
- Common law rights in the name, “Austin Brake & Clutch Supply”
- Unregistered copyrights in the language on the website and various other content
- Domain name, austinbrake.com
- Rights under the Software as a Service Agreement entered into as of June 30, 2016 between Fuse5 Automotive Software, LLC

[Schedule 1 to Intellectual Property Assignment Agreement]