

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM486797

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LOCKHART DISTRIBUTING, INC.		06/28/2018	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TOOLPRO, INC.		
<b>Street Address:</b>	1460-B Lockhart Dr. NW		
<b>City:</b>	Kennesaw		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30144		
<b>Entity Type:</b>	Corporation: GEORGIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2616453	TOOLPRO	
<b>Registration Number:</b>	2386834	TOOLPRO	
<b>Registration Number:</b>	1803935	TOOLPRO	
<b>Registration Number:</b>	4928779	THE TOOLPRO ADVANTAGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7704347376		
<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>			
<b>Phone:</b>	7704346868		
<b>Email:</b>	dreid@taylorenghish.com		
<b>Correspondent Name:</b>	Ryan Owens		
<b>Address Line 1:</b>	1600 Parkwood Circle		
<b>Address Line 2:</b>	Suite 200		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30339		
<b>NAME OF SUBMITTER:</b>	Ryan Owens		
<b>SIGNATURE:</b>	/Ryan K. Owens/		
<b>DATE SIGNED:</b>	08/21/2018		
<b>Total Attachments: 4</b> source=01271366#page1.tif			

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of June 30, 2018, is made by Lockhart Distributing, Inc. (“**Assignor**”), a Georgia corporation formerly known as ToolPro, Inc., in favor of its wholly owned subsidiary, ToolPro, Inc. (“**Assignee**”), a Georgia corporation.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor’s right, title and interest in and to the following (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

- (a) the trademarks, trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;
- (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world; and
- (c) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on 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. Assignor authorizes the Commissioner for Trademarks of the USPTO and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Assigned Trademarks including, but not limited to, assignments, transfers and related powers of attorney.

3. General.

- (a) Entire Agreement. This Trademark Assignment, all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.
- (b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

- (c) Governing Law. All matters arising out of or relating to this Trademark Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule.
- (d) Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.

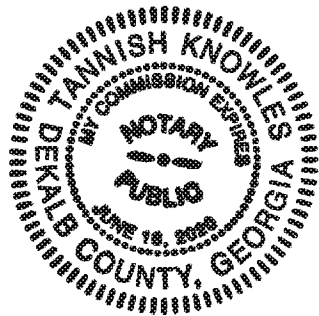
IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

LOCKHART DISTRIBUTING, INC.

By Deborah C. Kelley  
Name: Deborah C. Kelley  
Title: President  
Address for Notices: 1460-B Lockhart Dr. NW  
Kennesaw, GA 30144

SWORN TO BEFORE ME THIS 28<sup>th</sup> DAY OF June, 2018.

Jannick Knowles  
Notary Public



*[Signatures Continued on Next Page]*

TOOLPRO, INC.

By: Deborah C. Kelley  
Name: Deborah C. Kelley  
Title: President  
Address for Notices: 1460-B Lockhart Dr. NW  
Kennesaw, GA 30144

SWORN TO BEFORE ME THIS 20<sup>th</sup> DAY OF June, 2018.

Tannish Knowles  
Notary Public



*[Signature Page to Trademark Assignment]*

**SCHEDULE 1  
ASSIGNED TRADEMARKS**

NO.	TRADEMARK	COUNTRY	TRADEMARK REGISTRATION/ APPLICATION NUMBER
1.	TOOLPRO	United States	2,616,453
2.	TOOLPRO	United States	2,386,834
3.	TOOLPRO	United States	1,803,935
4.	THE TOOLPRO ADVANTAGE	United States	4,928,779

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