

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492818

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TAKE 5 LLC		10/02/2018	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Take 5 Franchisor SPV LLC		
Street Address:	440 South Church Street, Suite 700		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87902406	TAKE 5 OIL CHANGE	
CORRESPONDENCE DATA			
Fax Number:	3367266991		
<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:	336-747-3747		
Email:	Deborah.Cornatzer@wbd-us.com		
Correspondent Name:	Randel S. Springer		
Address Line 1:	One West Fourth Street		
Address Line 4:	Winston-Salem, NORTH CAROLINA 27101		
NAME OF SUBMITTER:	Tiffani D. Otey		
SIGNATURE:	/Tiffani D. Otey/		
DATE SIGNED:	10/05/2018		
Total Attachments: 2			
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ASSIGNMENT OF TRADEMARK

This ASSIGNMENT OF TRADEMARK ("Assignment"), dated as of October 2, 2018, is from TAKE 5 LLC, a North Carolina limited liability company, having a place of business at 440 South Church Street, Suite 700, Charlotte, North Carolina 28202 ("Assignor"), to TAKE 5 FRANCHISOR SPV LLC, a Delaware limited liability company having an address at 440 South Church Street, Suite 700, Charlotte, North Carolina 28202 ("Assignee").

WITNESSETH:

WHEREAS, Assignor desires to assign to Assignee all right, title and interest in and to the trademark and U.S. trademark application identified on Exhibit A attached hereto (the "Trademark"), together with any and all goodwill of the business associated with the Trademark; and

WHEREAS, Assignee desires to acquire the Trademark and all goodwill of the business associated therewith from Assignor; and

WHEREAS, Assignor and Assignee desire to confirm of record the assignment of the Trademark to Assignee;

NOW, THEREFORE, in consideration of the recitals above and other good and valuable consideration, the sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee all right, title and interest in and to the Trademark, together with (i) the goodwill in the business symbolized by the Trademark and (ii) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of the Trademark.

2. Assignor further 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 Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the owner of the Trademark and all other rights hereby conveyed.


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

ASSIGNOR:

ASSIGNEE:

TAKE 5, LLC

TAKE 5 FRANCHISOR SPV LLC

By: 
Name: Noah Pollack
Title: Executive Vice President
& General Counsel



By: 
Name: Noah Pollack
Title: Executive Vice President
& General Counsel

EXHIBIT A

Mark	U.S. App. Serial No.
TAKE 5 OIL CHANGE (Can) Logo 	87/902,406