

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM494858

<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>
Morpheus Investment, Inc., d/b/a Tire Works Total Car Care		11/30/2017	Corporation: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GB Auto Service, Inc.		
<b>Street Address:</b>	3945 E Fort Lowell Rd		
<b>Internal Address:</b>	#211		
<b>City:</b>	Tucson		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85712		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3899833	TIRE WORKS TOTAL CAR CARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124224726		
<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>	2128376264		
<b>Email:</b>	Trademarks@HughesHubbard.com		
<b>Correspondent Name:</b>	Patrice P. Jean		
<b>Address Line 1:</b>	One Battery Park Plaza		
<b>Address Line 2:</b>	12th Floor		
<b>Address Line 4:</b>	New York,, NEW YORK 10004-1482		
<b>NAME OF SUBMITTER:</b>	Patrice P. Jean		
<b>SIGNATURE:</b>	/Patrice P. Jean/		
<b>DATE SIGNED:</b>	10/22/2018		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Trademark Assignment**”) dated as of November 30, 2017 (“**Effective Date**”) is made by Morpheus Investment, Inc., d/b/a Tire Works Total Car Care (“**Assignor**”), in favor of GB Auto Service, Inc., a Delaware corporation (“**Assignee**”). Capitalized terms used but not defined in this Agreement shall have the meanings assigned to them in the Asset Purchase Agreement dated as of November 3, 2017 (the “**Purchase Agreement**”) among Assignee, Assignor and Roshie Weightman and Jeffrey Weightman, as Owners.

Assignor desires to execute this Trademark Assignment for purposes of further memorializing the contribution, conveyance, transfer, assignment and delivery to Assignee of the Assigned Trademark (as defined below), including for purposes of recording same with any applicable intellectual property offices, entities and/or similar agencies.

In consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor agrees as follows:

1. Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee, free and clear of all Liens, all right, title and interest in and to (a) the Trademark listed on Schedule A attached hereto (including all goodwill associated therewith), and all registrations and applications therefor (the “**Assigned Trademark**”); and (b) (i) all rights pertaining to the Assigned Trademark arising under international treaties and convention rights and all foreign Trademark rights with respect to the Assigned Trademark; (ii) the right and power to assert, defend and recover title to the Assigned Trademark; (iii) all rights to assert, defend, sue, and recover damages for any past, present and future infringement, misuse, misappropriation, impairment, unauthorized use or other violation of any rights in or to the Assigned Trademark; (iv) all proceeds, income, royalties, damages and payments now and/or hereafter due and payable under and/or in respect of the Assigned Trademark; and (v) all administrative rights arising from the Assigned Trademark, including the right to prosecute applications and oppose, interfere with or challenge the applications of others, the right to obtain renewals and extensions of legal protection pertaining to the Assigned Trademark and the right to file applications claiming the benefit of one or more of the Assigned Trademark.

2. From the Effective Date of this Trademark Assignment Agreement to December 1, 2018, Assignor shall, upon reasonable request of Assignee, execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as are reasonably necessary to evidence and effectuate the transactions contemplated by this Trademark Assignment.

3. This Trademark Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and will become effective when one or more counterparts have been signed by a party and delivered to the other parties. Copies of executed counterparts transmitted by fax or email shall be considered original executed counterparts for purposes of this Section 3, provided that receipt of copies of such counterparts is confirmed.

4. This Trademark Assignment is subject in all respects to the terms and conditions of the Purchase Agreement. Nothing contained in this Trademark Assignment shall be deemed to supersede, enlarge, modify, or waive any of the representations, warranties, covenants or other agreements contained in the Purchase Agreement. To the extent any provision of this Trademark Assignment is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

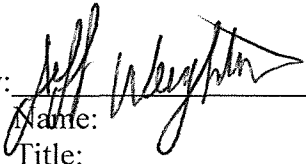
5. This Trademark Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

[The next page is the signature page]

Assignor has executed and delivered this Trademark Assignment Agreement as of the Effective Date.

**ASSIGNOR:**

MORPHEUS INVESTMENT, INC. D/B/A  
TIRE WORKS TOTAL CAR CARE

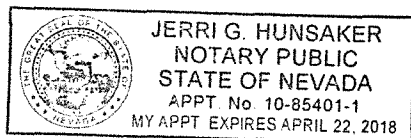
By:  \_\_\_\_\_  
Name:  
Title:

STATE OF Nevada )  
 ) ss.  
COUNTY OF Clark )

This 28th day of November, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Jeffrey Weighman known to me or proved to me on the basis of satisfactory evidence to be the President of Morpheus Investment, Inc. d/b/a Tire Works Total Car Care and acknowledged to me that he/she executed the same in his/her capacity identified above on behalf of Morpheus Investment, Inc. d/b/a Tire Works Total Car Care, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument on behalf of Morpheus Investment, Inc. d/b/a Tire Works Total Car Care.

Dated: November 28, 2017

Jeri G Hunsaker  
Name:



My Commission expires: April 22, 2018

(NOTARIAL SEAL)

Schedule A

Assigned Trademark

<b>Trademark</b>	<b>Country / Jurisdiction</b>	<b>Registration Number and Registration Date</b>	<b>Current Registered Owner</b>
<b>Tire Works Total Car Care</b>	U.S.	3899833 January 4, 2011	Morpheus Investment, Inc. DBA Tire Works Total Car Care