

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503402

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900470922		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Evans Tire & Service Centers, Inc.		10/19/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	GB Auto Service San Diego, LLC		
Street Address:	3945 E Fort Lowell Rd		
Internal Address:	#211		
City:	Tucson		
State/Country:	ARIZONA		
Postal Code:	85712		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5064971	HOME OF THE BUY 2 GET 2	
Registration Number:	4504660	EVANS TIRE & SERVICE CENTERS TIRES · WHE	
Registration Number:	4342881	EVANS TIRE & SERVICE CENTERS WHY SHOP AN	
Registration Number:	4324701	EVANSTIRE.COM	
Registration Number:	4348436	EVANS TIRE & SERVICE CENTERS	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2128376264		
Email:	Trademarks@HughesHubbard.com		
Correspondent Name:	Patrice P. Jean		
Address Line 1:	One Battery Park Plaza		
Address Line 4:	New York,, NEW YORK 10004-1482		
NAME OF SUBMITTER:	Patrice P. Jean		
SIGNATURE:	/patrice p jean/		
DATE SIGNED:	12/26/2018		

Total Attachments: 6

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ETAS ID: TM494910

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Evans Tire & Service Centers, Inc.		10/19/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	GB Auto Service San Diego, LLC		
Street Address:	3945 E Fort Lowell Rd		
Internal Address:	#211		
City:	Tucson		
State/Country:	ARIZONA		
Postal Code:	85712		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5064971	HOME OF THE BUY 2 GET 2	
Registration Number:	4504660	EVANS TIRE & SERVICE CENTERS TIRES · WHE	
Registration Number:	4342881	EVANS TIRE & SERVICE CENTERS WHY SHOP AN	
Registration Number:	4324701	EVANSTIRE.COM	
Registration Number:	4348436	EVANS TIRE & SERVICE CENTERS	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2128376264		
Email:	Trademarks@HughesHubbard.com		
Correspondent Name:	Patrice P. Jean		
Address Line 1:	One Battery Park Plaza		
Address Line 4:	New York., NEW YORK 10004-1482		
NAME OF SUBMITTER:	Patrice P. Jean		
SIGNATURE:	/Patrice P. Jean/		
DATE SIGNED:	10/22/2018		

CH \$140.00 5064971

TRADEMARK ASSIGNMENT

This trademark assignment dated as of October 19, 2018 (this “**Trademark Assignment**”), is made by Evans Tire & Service Centers, Inc., a California corporation (“**Assignor**”), in favor of GB Auto Service San Diego, LLC, a Delaware limited liability company and a wholly-owned subsidiary of Assignor (“**Assignee**”). Capitalized terms used herein but not otherwise defined shall have the meanings assigned to them in the Equity Purchase Agreement dated as of September 25, 2018 (the “**Purchase Agreement**”) among Assignee, GB Auto Service, Inc., and John Andonian, as owner of all the issued and outstanding equity interests of Seller.

Concurrently with the execution of this Trademark Assignment, Assignor is consummating the transactions contemplated by the Purchase Agreement, pursuant to which the Assignor has agreed to contribute, convey, transfer, assign and delivered to Assignee all of Assignor’s right, title and interest in and to, among other things, the Assigned Trademarks (as defined below); and

Assignor and Assignee desire to execute this Trademark Assignment for purposes of recording the assignment of the Assigned Trademarks and filing this Trademark Assignment with the United States Patent and Trademark Office and/or any other applicable intellectual property offices and/or similar agencies outside of the United States, as may be necessary to effectuate the assignment of the Assigned Trademarks.

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

1. Assignor hereby contributes, conveys, transfers, assigns and delivers to Assignee all of Assignor’s right, title and interest throughout the world in and to (a) the Company Marks (and the registrations and applications therefor) listed on Attachment 1 attached hereto and all goodwill corresponding thereto (collectively, the “**Assigned Trademarks**”) and (b) (i) all rights pertaining to the Assigned Trademarks arising under international treaties and convention rights; (ii) the right and power to assert, defend and recover title to the Assigned Trademarks; (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 Trademarks; (iv) all proceeds, income, royalties, damages and payments now and/or hereafter due and payable under and/or in respect of the Assigned Trademarks; and (v) all administrative rights arising from the Assigned Trademarks, including the right to prosecute applications and oppose, interfere with or challenge the applications of others, the rights to obtain renewals, continuations, divisions, and extensions of legal protection pertaining to the Assigned Trademarks.

2. 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 2, provided that receipt of copies of such counterparts is confirmed.

3. 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.

4. 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]

The undersigned have caused this Trademark Assignment to be executed and delivered as of the date first written above.

ASSIGNOR:

EVANS AUTO & SERVICE CENTERS, INC.

By: 

Name: John Andonian

Title: Chief Executive Officer

ASSIGNEE:

GB AUTO SERVICE SAN DIEGO, LLC

By: 

Name: John Andonian

Title: Chief Executive Officer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

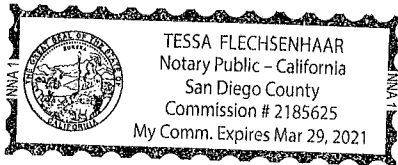
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)
On 10-18-18 before me, Tessa Flechsenhaar, Notary
Date Here Insert Name and Title of the Officer
personally appeared John Andonian
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Tessa
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Trade mark name Assignment Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

ATTACHMENT 1

COMPANY MARKS

Trademark	Country	Registration Date	Registration Number
"Home of the Buy 2 Get 2"	USA	October 18, 2016	5064971
"EVANS TIRE & SERVICE CENTERS TIRES • BRAKES • SHOCKS • ALIGNMENTS •	USA	April 1, 2014	4504660
"EVANS TIRE AND SERVICE CENTERS WHY SHOP ANYWHERE ELSE?"	USA	December 16, 2009	4342881
"EVANSTIRE.COM"	USA	December 9, 2009	4324701
"EVANS TIRE & SERVICE CENTERS"	USA	December 9, 2009	4348436