

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523941

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BRHACO LLC		04/30/2019	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	GB Auto Service Driver's Edge, 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: 1			
Property Type	Number	Word Mark	
Registration Number:	4357226	DRIVER'S EDGE AUTO REPAIR	
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:	2128598575		
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		
ATTORNEY DOCKET NUMBER:	033047-00010		
NAME OF SUBMITTER:	Patrice P. Jean		
SIGNATURE:	/Patrice P. Jean/		
DATE SIGNED:	05/16/2019		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment dated as of April 30, 2019 (this “**Trademark Assignment**”), is made by BRHACO LLC, a Texas limited liability company (“**Assignor**”), in favor of GB Auto Service Driver’s Edge, LLC, a Delaware limited liability company (“**Assignee**”). Capitalized terms used but not defined in this Agreement have the meanings assigned to them in the Equity Purchase Agreement dated as of April 30, 2019 (the “**Purchase Agreement**”) among GB Auto Service, Inc., a Delaware corporation, Assignor, BRH Auto 450 LLC, a Texas limited liability company, BRH Auto 229 LLC, a Texas limited liability company, BRH AUTO 227, LLC, a Texas limited liability company, BRH AUTO 225, LLC, a Texas limited liability company, BRH AUTO 601, LLC, a Texas limited liability company, BRH Auto 223, LLC, a Texas limited liability company, BRH Auto 221, LLC, a Texas limited liability company, BRH Auto 217, LLC, a Texas limited liability company, BRH Auto 215, LLC, a Texas limited liability company, BRH Auto 211, LLC, a Texas limited liability company, BRH Auto 209, LLC, a Texas limited liability company and BRH Auto 203, LLC, a Texas limited liability company, and Mike and Sherry Daniel, including Sherry Daniel as Seller Representative.

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 (as defined below) 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 Trademarks (and the registrations and applications therefor) listed on Attachment 1 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.

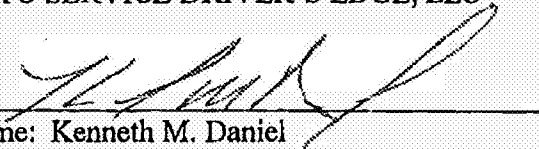
ASSIGNOR:

BRHACO LLC

By: 
Name: Kenneth M. Daniel
Title: President

ASSIGNEE:

GB AUTO SERVICE DRIVER'S EDGE, LLC

By: 
Name: Kenneth M. Daniel
Title: President

STATE OF TEXAS)
) ss.
COUNTY OF)

This 29th day of April, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Kenneth M. Daniel, known to me or proved to me on the basis of satisfactory evidence to be the President of BRHACO LLC, a Texas limited liability company, and acknowledged to me that he executed the same in his capacity identified above on behalf of BRHACO, LLC, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument on behalf of BRHACO, LLC.

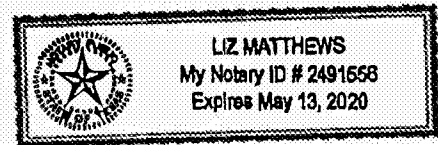
Dated: April 29, 2019

Liz Matthews

Name:
Notary Public, State of Texas

My Commission expires: May 13, 2020

(NOTARIAL SEAL)



ATTACHMENT 1

COMPANY MARKS

<u>Mark</u>	<u>Trademark Number</u>	<u>Issue Date</u>	<u>Application Date</u>	<u>Owner</u>
Driver's Edge Auto Repair	4,357,226	06/25/2013	10/5/2012	BRHACO LLC