

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM556364

|                                   |  |                       |                       |
|-----------------------------------|--|-----------------------|-----------------------|
| <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>    |
| Transform SR Brands LLC           |  | 12/23/2019            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>       |  |                       |                       |
| <b>Name:</b>                      | Advance Stores Company, Incorporated               |                       |                       |
| <b>Street Address:</b>            | 5008 Airport Road                                  |                       |                       |
| <b>City:</b>                      | Roanoke  |                       |                       |
| <b>State/Country:</b>             | VIRGINIA   |                       |                       |
| <b>Postal Code:</b>               | 24012-0000   |                       |                       |
| <b>Entity Type:</b>               | Corporation: VIRGINIA                              |                       |                       |
| <b>PROPERTY NUMBERS Total: 24</b> |  |                       |                       |
| <b>Property Type</b>              | <b>Number</b>                                      | <b>Word Mark</b>      |                       |
| Registration Number:              | 0858218  | DIE HARD              |                       |
| Registration Number:              | 1696168  | DIEHARD               |                       |
| Registration Number:              | 1781544  | DIEHARD               |                       |
| Registration Number:              | 2276072  | DIEHARD               |                       |
| Registration Number:              | 2628203  | DIEHARD               |                       |
| Registration Number:              | 2677217  | DIEHARD               |                       |
| Registration Number:              | 2881737  | DIEHARD GOLD          |                       |
| Registration Number:              | 2895818  | DIEHARD               |                       |
| Registration Number:              | 2939673  | DIEHARD EXPRESS       |                       |
| Registration Number:              | 3096741  | DIEHARD DUTY          |                       |
| Registration Number:              | 3355910  | DIEHARD               |                       |
| Registration Number:              | 3412083  | DIEHARD PLATINUM      |                       |
| Registration Number:              | 3828624  | DIEHARD PLATINUM      |                       |
| Registration Number:              | 3875643  | DIEHARD               |                       |
| Registration Number:              | 4050077  | LIFE DEMANDS DIEHARD  |                       |
| Registration Number:              | 4115308  | LIFE DEMANDS DIEHARD  |                       |
| Registration Number:              | 4219293  | DIEHARD               |                       |
| Registration Number:              | 4515044  | DIEHARD               |                       |
| Registration Number:              | 5056166  | DIEHARD               |                       |

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| Property Type        | Number   | Word Mark                       |
|----------------------|----------|---------------------------------|
| Registration Number: | 5096263  | DIEHARD                         |
| Registration Number: | 5656253  | DIEHARD 360° VEHICLE ASSESSMENT |
| Serial Number:       | 87517900 | DIEHARD                         |
| Serial Number:       | 87289266 | DIEHARD                         |
| Registration Number: | 5464681  | POWER AHEAD                     |

#### CORRESPONDENCE DATA

**Fax Number:**

*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.*

**Phone:** 212-819-8200

**Email:** trademarkdocket@whitecase.com

**Correspondent Name:** Arlene Arin Hahn/White & Case LLP

**Address Line 1:** 1221 Avenue of the Americas

**Address Line 2:** Trademark Department

**Address Line 4:** New York, NEW YORK 10021

|                                |                    |
|--------------------------------|--------------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 1149974-0007       |
| <b>NAME OF SUBMITTER:</b>      | Arlene Arin Hahn   |
| <b>SIGNATURE:</b>              | /Arlene Arin Hahn/ |
| <b>DATE SIGNED:</b>            | 01/07/2020         |

#### Total Attachments: 8

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**SHORT FORM CONFIRMATORY  
TRADEMARK ASSIGNMENT AGREEMENT FOR THE U.S.**

This SHORT FORM TRADEMARK ASSIGNMENT AGREEMENT FOR THE U.S. (this “**Trademark Assignment Agreement**”), effective as of December 23, 2019 (the “**Effective Date**”), is by and between Transform SR Brands LLC (“**Assignor**”), a corporation organized and existing under the laws of Delaware, located at 3333 Beverly Road, Hoffman Estates, Illinois 60179, USA, and Advance Stores Company, Incorporated (“**Assignee**”), a corporation organized and existing under the laws of Virginia, located at 5008 Airport Road, Roanoke, Virginia, 24012-0000 USA.

**WITNESSETH:**

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase and Sale Agreement, dated December 7, 2019 (the “**Agreement**”), pursuant to which Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee and Assignee has agreed to purchase from Assignor, all rights, titles and interests in, to and under the DIEHARD Marks (as defined in the Agreement), including the Trademark registrations and applications for the registrations listed in Exhibit A (such Trademarks, the “**Transferred Marks**”), including all goodwill of the businesses in which the foregoing are used and all goodwill connected with the use of and symbolized by the foregoing;

WHEREAS, Assignor is the owner of the Transferred Marks and all goodwill of the businesses in which the foregoing are used and all goodwill connected with the use of and symbolized by the foregoing;

WHEREAS, Assignee will be, as of the Effective Date, the successors in interest to the business of Assignor to which the Transferred Marks pertain, and such business is ongoing and existing; and

WHEREAS, pursuant to the Agreement, Assignor agrees to sell, convey, transfer, assign and deliver to Assignee, and Assignee wishes to acquire from Assignor, Assignor’s entire right, title and interest in, to and under the Transferred Marks and all goodwill of the businesses in which the foregoing are used and all goodwill connected with the use of and symbolized by the foregoing.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Trademark Assignment Agreement and in the Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. Pursuant to and subject to the terms and conditions of the Agreement, Assignor, as of the Effective Date, hereby irrevocably sells, conveys, transfers and assigns to Assignee, and its successors and assigns, and Assignee hereby accepts, Assignor’s entire right, title and interest in, to and under the Transferred Marks, and any renewals thereof,

all registrations that have been or may be granted thereon, all applications for registrations thereof, all common law rights thereto and all goodwill of the businesses in which the foregoing are used and all goodwill connected with the use of and symbolized by the foregoing, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment Agreement had not been made, together with (A) the rights to all causes of action (whether known or unknown or whether currently pending, filed or otherwise) and other enforcement rights under, or on account of, any of the Transferred Marks, including the right to sue and recover damages and obtain equitable relief for past, present and future infringement, misappropriation, dilution or other violation, (B) all rights to collect past and future income, royalties, damages and other payments now or hereafter due or payable under or on account of any of the Transferred Marks, (C) the right, if any, to claim priority based on the filing dates of the Transferred Marks under any Law, (D) the right to prosecute, register, maintain and defend the Transferred Marks before any public or private agency, office or registrar, (E) the right to fully and entirely stand in the place of Assignor in all matters related to the Transferred Marks and (F) all other rights corresponding to the Transferred Marks throughout the respective countries in which Assignor holds rights in the Transferred Marks. This foregoing assignment is intended to be an absolute assignment and not by way of security.

2. Cooperation. (A) Assignor shall, at its expense, timely take all reasonable actions and execute and deliver all documents that Assignee may reasonably request to effect the terms of this Trademark Assignment Agreement and to perfect Assignee's title in, to and under the Transferred Marks.

(B) If Assignee is unable for any reason to secure Assignor's signature to any document it is entitled to under Section 2(A) hereof, Assignor hereby irrevocably designates and appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to effect the terms of this Trademark Assignment Agreement with the same legal force and effect as if executed by Assignor. Assignor shall not enter into any agreement in conflict with this Trademark Assignment Agreement.

3. Recordation. Assignee shall be responsible for the preparation and filing of such additional documents that may be reasonably necessary to record or perfect Assignee's right, title and interest in, to and under the Transferred Marks (including with any applicable Governmental Authorities) and for any and all costs, expenses and fees associated with the recordation or perfection of the sale, conveyance, transfer and assignment to Assignee of the Transferred Marks at the United States Patent and Trademark Office, and each of the corresponding entities or agencies in any applicable foreign countries or multinational authorities. Assignor and Assignee shall each pay its own costs with respect to any notarization, legalization and other equivalent actions required on such party's behalf for the execution and recordation of this Trademark Assignment Agreement and any other document provided pursuant to Section 2(A) hereof. Assignor hereby authorizes the Director of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any

Transform SR Brands LLC- Trademark Assignment – U.S.A.

applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Transferred Marks, and to deliver to Assignee and to Assignee's attorneys, agents, representatives, successors or assigns, all official documents and communications as may be warranted by this Trademark Assignment Agreement.

4. General Provisions. All capitalized terms used in this Trademark Assignment Agreement and not defined herein shall have the meanings set forth in the Agreement. Whenever the word "including" is used in this Trademark Assignment Agreement, it shall be deemed to be followed by the words "without limitation" and whenever the word "or" is used in this Trademark Assignment Agreement, it is used in the inclusive sense of "and/or." This Trademark Assignment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Trademark Assignment Agreement by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment Agreement. This Trademark Assignment Agreement, along with its Exhibit, and the Agreement, along with its Schedules and Exhibits, constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect to the subject matter hereof. This Trademark Assignment Agreement may not be amended, modified, supplemented, changed or waived in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Trademark Assignment Agreement shall not waive any of its rights under such terms or provisions. Each of the parties shall be entitled to injunctive or other equitable relief to prevent or cure breaches of this Trademark Assignment Agreement and, in addition to any other remedy to which they are entitled at Law or in equity, to enforce specifically the terms and provisions hereof, such remedy being in addition to any other remedy to which any party may be entitled at Law or in equity. This Trademark Assignment Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns. In the event of any conflict between the Agreement and this Trademark Assignment Agreement, the provisions of the Agreement shall control.

**[Remainder of this page intentionally left blank]**

**EXHIBIT A**  
**TRANSFERRED MARKS**

| <b>Trademark</b>   | <b>Owner</b>            | <b>Reg./App.<br/>Number</b> | <b>Registration<br/>Date</b> |
|--------------------|-------------------------|-----------------------------|------------------------------|
| DIE HARD           | Transform SR Brands LLC | 858218                      | 10/08/1968                   |
| DIEHARD            | Transform SR Brands LLC | 1696168                     | 06/23/1992                   |
| DIEHARD            | Transform SR Brands LLC | 1781544                     | 07/13/1993                   |
| DIEHARD            | Transform SR Brands LLC | 2276072                     | 09/07/1999                   |
| DIEHARD (Stylized) | Transform SR Brands LLC | 2628203                     | 10/01/2002                   |
| DIEHARD (Stylized) | Transform SR Brands LLC | 2677217                     | 01/21/2003                   |
| DIEHARD GOLD       | Transform SR Brands LLC | 2881737                     | 09/07/2004                   |
| DIEHARD            | Transform SR Brands LLC | 2895818                     | 10/19/2004                   |
| DIEHARD EXPRESS    | Transform SR Brands LLC | 2939673                     | 04/12/2005                   |
| DIEHARD DUTY       | Transform SR Brands LLC | 3096741                     | 05/23/2006                   |
| DIEHARD            | Transform SR Brands LLC | 3355910                     | 12/18/2007                   |
| DIEHARD PLATINUM   | Transform SR Brands LLC | 3412083                     | 04/15/2008                   |
| DIEHARD PLATINUM   | Transform SR Brands LLC | 3828624                     | 08/03/2010                   |

| <b>Trademark</b>                   | <b>Owner</b>            | <b>Reg./App. Number</b> | <b>Registration Date</b> |
|------------------------------------|-------------------------|-------------------------|--------------------------|
| DIEHARD                            | Transform SR Brands LLC | 3875643                 | 11/16/2010               |
| LIFE DEMAND<br>DIEHARD             | Transform SR Brands LLC | 4050077                 | 11/01/2011               |
| LIFE DEMAND<br>DIEHARD             | Transform SR Brands LLC | 4115308                 | 03/20/2012               |
| DIEHARD                            | Transform SR Brands LLC | 4219293                 | 10/02/2012               |
| DIEHARD                            | Transform SR Brands LLC | 4515044                 | 04/15/2014               |
| DIEHARD                            | Transform SR Brands LLC | 5056166                 | 10/04/2016               |
| DIEHARD                            | Transform SR Brands LLC | 5096263                 | 12/06/2016               |
| DIEHARD 360° VEHICLE<br>ASSESSMENT | Transform SR Brands LLC | 5656253                 | 01/15/2009               |
| DIEHARD                            | Transform SR Brands LLC | 88/019301               | N/A                      |
| DIEHARD                            | Transform SR Brands LLC | 87/403276               | N/A                      |
| DIEHARD                            | Transform SR Brands LLC | 87/517900               | N/A                      |
| DIEHARD                            | Transform SR Brands LLC | 87/289266               | N/A                      |
| DIEHARD D WITH<br>BLUE LINE LOGO   | Transform SR Brands LLC | 88/011591               | N/A                      |
| DIEHARD D WITH<br>BLUE LINE LOGO   | Transform SR Brands LLC | 88/019318               | N/A                      |
| DIEHARD GRANIT                     | Transform SR Brands LLC | 87/060767               | N/A                      |

| <b>Trademark</b> | <b>Owner</b>             | <b>Reg./App.<br/>Number</b> | <b>Registration<br/>Date</b> |
|------------------|--------------------------|-----------------------------|------------------------------|
| DIEHARD IRIDIUM  | Transform SR Brands LLC  | 87/307545                   | N/A                          |
| POWER AHEAD      | Transform SR Brands, LLC | 5464681                     | 05/08/2018                   |



WHEREFORE, Assignor and Assignee have duly executed this Trademark Assignment Agreement on the date indicated below.

Date: DECEMBER 12, 2019


**ASSIGNOR:**  
**TRANSFORM SR BRANDS LLC**

By 

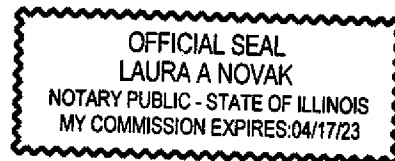
Name: Robert A. Riecker  
Title: Chief Financial Officer and Co-  
Chief Executive Officer

State of Illinois)  
ss.:  
County of Cook)

On the 17th day of DECEMBER in the year 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared, ROBERT A. RIECKER personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which this individual acted, executed the instrument.

  
Notary Public

My commission expires: 4/17/2021  
Dated: 12/17/2019



Signature Page for Transform SR Brands LLC - Trademark Assignment - U.S.A.

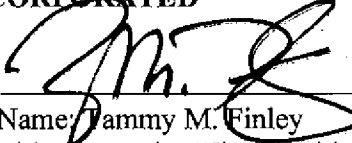
**TRADEMARK**  
**REEL: 006832 FRAME: 0907**

Date: December 16, 2019

**ASSIGNEE:**

**ADVANCE STORES COMPANY,  
INCORPORATED**

By



Name: Tammy M. Finley

Title: Executive Vice President, General  
Counsel and Corporate Secretary

State of Virginia )

ss.:

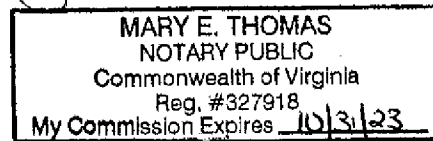
County of Roanoke )

On the 16<sup>th</sup> day of December in the year 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared, Tammy M. Finley personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which this individual acted, executed the instrument.

  
Notary Public

My commission expires: 10/31/23

Dated: 12/16/19



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