

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2


ETAS ID: TM558434

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
US Auto Parts Network, Inc.		01/21/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Whitney Automotive Group, Inc.		
Street Address:	16941 Keegan Ave.		
City:	Carson		
State/Country:	CALIFORNIA		
Postal Code:	90746		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88630913		
Serial Number:	88630892	CARPARTS.COM	
CORRESPONDENCE DATA			
Fax Number:	8052301355		
<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:	8052301350		
Email:	nabeloe@socalip.com		
Correspondent Name:	SoCal IP Law Group LLP		
Address Line 1:	310 N. Westlake Blvd., Suite 120		
Address Line 4:	Westlake Village, CALIFORNIA 91362		
ATTORNEY DOCKET NUMBER:	U207.G19517		
NAME OF SUBMITTER:	Nicole M. Abeloe		
SIGNATURE:	/Nicole M. Abeloe/		
DATE SIGNED:	01/21/2020		
Total Attachments: 1			
source=Assignment from U.S. Auto Parts to Whitney Automotive Group-SIGNED#page1.tif			

OP \$65.00 88630913

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is entered into by and between US Auto Parts Network, Inc., a Delaware corporation ("Assignor") and Whitney Automotive Group, Inc., a Delaware corporation ("Assignee"), and is made with respect to the following recitals and is made effective January 21, 2020.

WHEREAS, Assignor has filed applications for the marks  and CARPARTS.COM (the "Assignor Trademark"), namely U.S. Trademark Application Nos. 88630913 and 88630892 (the "Assignor Applications").

WHEREAS, Assignee is the successor of the ongoing and existing business or portion thereof of Assignor related to the Assignor Trademark.

In consideration of the premises, mutual covenants and agreements contained in this Agreement, the parties agree as follows:

Terms and Conditions

1. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Assignor Trademark in any typeface, stylization, colors, and/or capitalization, and any US state, federal or foreign applications and registrations of the foregoing, including the Assignor Applications, including the goodwill associated therewith (altogether, the "Assignor Trademark Rights"). Assignor will execute any documents reasonably necessary to effect the transfer of the Assignor Trademark Rights to Assignee.
2. Assignor acknowledges receipt of adequate consideration.
3. Assignor represents that Assignor has used or is the beneficiary of the use by others of the Assignor Trademark as a trademark and has thereby obtained goodwill in the mark.
4. The validity, construction, and performance of this Agreement shall be governed by the laws of the State of California without regard to principles of conflicts of law.
5. The parties hereto are separate and independent legal entities. Nothing herein contained will be construed or deemed hereby to create a principal/agent relationship between the parties nor any form of partnership or joint venture.
6. This Agreement may be executed in two or more counterparts each of which shall be deemed an original but both of which together shall constitute one and the same instrument.

Signatures

US Auto Parts Network, Inc.

DocuSigned by:

Alfredo Gomez, General Counsel

Whitney Automotive Group, Inc.

DocuSigned by:

Alfredo Gomez, General Counsel