

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM581074

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wade Hilburn		06/03/2020	Individual: UNITED STATES
RECEIVING PARTY DATA			
Name:	Original One Auto Parts LLC		
Street Address:	10701 King William Drive		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75220		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87150436	CERTIFIED ORIGINAL	
Registration Number:	6033972	ORIGINAL ONE PARTS	
Serial Number:	86674076	1 ORIGINAL ONE	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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:	212-390-4147		
Email:	amanda.cirella@kirkland.com		
Correspondent Name:	Amanda Cirella (Paralegal)		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	40462-163		
NAME OF SUBMITTER:	Amanda Cirella		
SIGNATURE:	//Amanda Cirella//		
DATE SIGNED:	06/12/2020		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated June 3, 2020 (the "Effective Date"), is made by Wade Hilburn ("Assignor") in favor of Original One Auto Parts LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used in this Assignment but not otherwise defined herein will have the respective meanings assigned to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor is listed in the records of the U.S. Patent and Trademark Office as the owner of the trademark registrations and applications set forth on Exhibit A (the "Trademarks"), which Trademarks are used exclusively in the business of The Original One Auto Parts, LLC, a Virginia limited liability company ("Seller");

WHEREAS, Assignor has, at all times, controlled the business and activities of Seller, including, without limitation, the use by Seller of the Trademarks, including, without limitation, any stylizations thereof, and any designs associated therewith, together with the goodwill associated with the foregoing;

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and between Seller and Assignee, Seller has agreed to sell, transfer and assign, and Assignee has agreed to purchase from Seller, the business in which the Trademarks are exclusively used and to which the Trademarks exclusively pertain, which business is ongoing and existing;

WHEREAS, the Seller, Assignor and Assignee have agreed to enter into this Assignment for Assignor to, and Assignor wishes to, sell, assign, convey and transfer any and all right, title and interest in and to the Trademarks that Assignor has and/or may have, and Assignee wishes to receive such right, title and interest.

NOW, THEREFORE, in consideration of the foregoing premises, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment. Effective as of the Effective Date, Assignor hereby sells, conveys, assigns, and transfers to Assignee, and Assignee hereby accepts, any and all right, title and interest in, to and under the Trademarks that Assignor has and/or may have in the United States and throughout the world (together with the goodwill of the business associated therewith), the same to be held and enjoyed by Assignee as fully and completely as by Assignor had this Assignment not been made, including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark and domain name registrations within or outside of the United States based in whole or in part upon the Trademarks, all corresponding rights that are or may be secured under the laws of the United States or any foreign country (now or hereafter arising or in effect), the right to collect royalties, products and proceeds in connection therewith, all rights and remedies (including, without limitation, the right to sue for and recover damages, profits and any other remedy) for past, present or future infringement, misappropriation or other violation of any of the foregoing (regardless of whether

arising prior to, as of, or after the date hereof or known or unknown) and all other claims relating thereto, together with any priority right that may arise from any of the foregoing and all associated rights in, to or under any of the foregoing (now or hereafter arising or in effect).

2. Recordation. Assignor hereby authorizes and requests the relevant officials of the United States Patent and Trademark Office (USPTO) and other relevant agencies and organizations to take all necessary actions to record Assignee as the owner of any Trademarks. Assignor hereby acknowledges and agrees that Assignee, itself or through any designee shall have the right to record any short-form intellectual property assignment agreement(s) and other required documents, with the USPTO and other relevant agencies and organizations to record and perfect the assignment, and Assignee's ownership of, the Trademarks at Assignee's cost and expense.

3. Further Assurances. Assignor shall provide to Assignee, its successors, assigns and other legal representatives, cooperation and assistance, as may be reasonably requested by Assignee from time to time and at Assignee's cost and expense, including, without limitation, in the (i) execution and delivery of any instruments and documents to effect, confirm, perfect and record any assignments contemplated hereunder, (ii) preparation, filing and prosecution of any application for registration of any Trademarks and the protection and enforcement thereof, (iii) prosecution or defense of any interference, opposition, cancellation, infringement or other proceedings that may arise with respect to any Trademarks, including, without limitation, testifying as to any facts relating to any Trademarks and this Assignment, and (iv) delivery of any affidavits, declarations, oaths, samples, exhibits, specimens and other documentation and information with respect to any of the foregoing and to otherwise carry out the purposes of this Assignment.

4. Successors. This Assignment shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns.

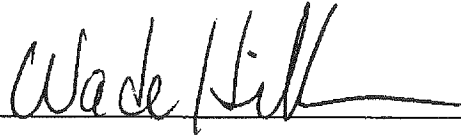
5. Counterparts. This Assignment may be executed in one or more counterparts (including, without limitation, by means of portable document format (pdf) signature pages), each of which will be deemed an original but all of which taken together will constitute one and the same instrument.

6. Governing Law. All questions concerning the construction, validity and interpretation of this Assignment (and all Exhibits hereto) will be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision that would cause the application of the laws of any jurisdiction other than the State of Delaware.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, Assignor, intending to be legally bound, has duly executed this Assignment as of the Effective Date.

Assignor:



Wade Hilburn

Acknowledged by Assignee:

Original One Auto Parts LLC,
a Delaware limited liability company

By: _____

Name: Jerry Sullivan

Title: Executive Chairman

[Signature Page to Trademark Assignment]

TRADEMARK
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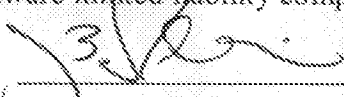
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Assignor:

Wade Hilburn

Acknowledged by Assignee:

Original One Auto Parts LLC,
a Delaware limited liability company

By:  _____

Name: Jerry Sullivan

Title: Executive Chairman

Exhibit A
Trademarks

Trademark	Jurisdiction	App. No./ App. Date	Reg. No./ Reg. Date	Status
CERTIFIED ORIGINAL	US	87150436 25-AUG-2016	--	Pending
ORIGINAL ONE PARTS	US	86958703 30-MAR-2016	6033972 14-APR-2020	Registered
1 ORIGINAL ONE (& Design)	US	86674076 25-JUN-2015	--	Expired