

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM581104

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZBest Parts corp.		04/01/2020	Corporation:
RECEIVING PARTY DATA			
Name:	Phillips Gasket, LLC		
Street Address:	4590 NW 128th Street		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33054		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4875249	GP PHILLIPS GASKET	
CORRESPONDENCE DATA			
Fax Number:			
<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:	5616996211		
Email:	ljpoff@comcast.net		
Correspondent Name:	Lawrence J Shurupoff		
Address Line 1:	16651 Topanga Lane		
Address Line 4:	Delray Beach, FLORIDA 33484		
NAME OF SUBMITTER:	Lawrence J. Shurupoff		
SIGNATURE:	/Lawrence J. Shurupoff/		
DATE SIGNED:	06/12/2020		
Total Attachments: 2			
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OP \$40.00 4875249

TRADEMARK ASSIGNMENT AGREEMENT


This Trademark Assignment Agreement ("Assignment"), dated as of April 1, 2020, is made by ZBest Parts Corp., a Florida corporation ("Assignor"), in favor of Phillips Gasket, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, as part of a subscription for ownership in Assignee by one of Assignor's affiliates, Assignor desires to sell, convey, transfer, and assign to Assignee, and Assignee wishes to purchase, receive, and accept, certain intellectual property of Assignor, pursuant to the terms of this Assignment, for recording with the United States Patent and Trademark Office and Florida Secretary of State;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the following trademark registrations and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>
	US	4875249	December 22, 2015

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the Florida Secretary of State to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy

of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

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

5. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

IN WITNESS WHEREOF, the undersigned authorized representative of the member of the Assignor and Assignee identified below has set his or her hands to this Trademark Assignment Agreement effective as of the date first set forth above.

ZBEST PARTS CORP.

By: _____

Hassan Seblani, President

PHILLIPS GASKET, LLC

By: _____

Luca Polini, Authorized Representative

By: _____

Hassan Seblani, Authorized Representative