

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM584849

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MCI Service Parts, Inc.		11/26/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Transit Holdings, Inc.		
Street Address:	200 E. Oakton Street		
City:	Des Plaines		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3830168	COACH GUARD	
Registration Number:	3830169	COACH GUARD	
Registration Number:	4031384	THE PARTS PROS	
CORRESPONDENCE DATA			
Fax Number:	3124635001		
<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:	312-463-5000		
Email:	bwptotm@bannerwitcoff.com		
Correspondent Name:	Helen Hill Minsker		
Address Line 1:	Banner & Witcoff, Ltd.		
Address Line 2:	71 South Wacker Drive, Suite 3600		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	005115.00050		
NAME OF SUBMITTER:	Helen Hill Minsker		
SIGNATURE:	/helen hill minsker/		
DATE SIGNED:	07/06/2020		
Total Attachments: 4			

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ASSIGNMENT & ASSUMPTION AGREEMENT

THIS ASSIGNMENT & ASSUMPTION AGREEMENT (this “Agreement”) is made, executed and delivered on November 26, 2018 (the “Effective Date”), by and between MCI Service Parts, Inc., a Delaware corporation (“Assignor”) and Transit Holdings, Inc., a Delaware corporation (“Assignee”).

W I T N E S S E T H :

WHEREAS, the Assignor wishes to assign, transfer and deliver all of its right, title and interest in the Transferred Assets (as defined below), to the Assignee; and

WHEREAS, the Assignee wishes to accept such assignment with respect to the Transferred Assets;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration set forth herein, each of the parties hereto agrees as follows:

1. Effective as of the Effective Date, Assignor hereby sells, assigns, conveys and delivers to Assignee free and clear of any and all encumbrances, and the Assignee hereby accepts and assumes from Assignor, all of Assignor’s right, title, interest and obligations in, to and under all of the assets, wherever located, of the Assignor (collectively, the “Transferred Assets”) including the following:

- (i) all assets shown or reflected on the balance sheet of the Assignor;
- (ii) all of the fixed assets and other tangible personal property, including machinery, tools, equipment, computers, management information systems (including all software and hardware related thereto), telephone systems, furniture, fixtures, leasehold improvements and supplies owned by Assignor wherever located (collectively, the “Property”);
- (iii) all raw materials, components and other parts, work-in-process, finished goods and all other inventory whether on hand, on order, in transit or held by others on a consignment basis (collectively, the “Inventory”) owned by Assignor wherever located, including the Inventory shown or reflected on the balance sheet of the Assignor;
- (iv) all tradenames, tradename rights, trademarks, trademark rights, patents, patent rights, copyrights, copyright rights, service marks, service mark rights, trade secrets, trade secret rights, inventions, innovations, discoveries, improvements, confidential information, works, mailing lists, customer lists, price lists, supplier lists, market studies, training and equipment manuals, trade dress, designs, industrial designs, marketing materials, patterns, domain names, websites and web content, social media tags and identifiers, technology, and manufacturing, engineering, technical and any other know-how, processes, business opportunities, and business, projects and products planned or under development, other intellectual property rights (including all goodwill associated with any of the foregoing, licenses in respect of any of the foregoing, applications and registrations relating to any of the foregoing, rights of modification relating to any of the foregoing and past, present or future claims for infringement of or

interference with any of the foregoing and the right to recover past damages) and other proprietary information owned or used by Assignor in any case whether domestic or foreign or registered or common law;

(v) all receivables of Assignor, including all trade accounts and other accounts receivable, loans receivable and advances;

(vi) all contracts and purchase orders, written or oral, of Assignor;

(vii) all leases for real property, personal property and equipment, written or oral, of Assignor;

(viii) all goodwill, other intangible property, and causes of action, actions, claims and rights of any kind as against others (whether by contract or otherwise, and whether past, present or future) relating to any of the Transferred Assets;

(ix) all books and records (financial, accounting and other, but excluding tax records), correspondence, and all sales, marketing, advertising, packaging and promotional materials, files, data, software (whether written, on disk, film, tape or other media, and including all computerized data), drawings, engineering and manufacturing data and other technical information and data, and all other business and other records of Assignor;

(x) all permits, licenses, registrations, or other authorizations of a governmental authority ("Permits") of Assignor, excluding only such Permits to the extent not legally transferable;

(xi) all prepaid expenses, refunds (other than tax refunds), security and like deposits, instruments and other investments of Assignor;

(xii) all rights, remedies and benefits of Assignor arising under or relating to any of the Transferred Assets, including rights, remedies and benefits arising out of express or implied warranties from manufacturers or suppliers of the Property or the Inventory (or components thereof) or the other Transferred Assets (or any component thereof), and all causes and claims of action arising therefrom; and

(xiii) all proceeds of any of the foregoing.

TO HAVE AND TO HOLD all and each of the Transferred Assets unto the Assignee, its successors and assigns, to its and their own use forever, free and clear of any and all encumbrances.

2. Assignor, for itself and its successors and assigns, hereby covenants and agrees that, at any time and from time to time after the date hereof, it will, upon the reasonable request of the Assignee and without further consideration, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, any and all such further acts, deeds, instruments, documents, transfers and assurances as may be reasonably required for the better conveyance, transfer and assignment to the Assignee of the Transferred Assets conveyed,

transferred, assigned or sold as provided herein or for aiding and assisting in reducing to the Assignee's possession any and all of the Transferred Assets.

3. Notwithstanding anything to the contrary in this Agreement, if the sale, assignment, sublease, transfer, conveyance or delivery or attempted sale, sublease, assignment, transfer, conveyance or delivery by Assignor to Assignee of any asset that would be a Transferred Asset or any claim or right or any benefit arising thereunder or resulting therefrom is prohibited by any applicable law or would require any governmental or third party consents, and such consents shall not have been obtained prior to the Effective Date (the "Non-Transferrable Assets"), then nothing in this Agreement shall constitute or be construed as an assignment or transfer of, or an attempt or agreement to assign or transfer such Non-Transferrable Asset to Assignee; provided that to the maximum extent, such Non-Transferrable Asset will be deemed to be automatically assigned to Assignee hereunder upon the receipt of the applicable consent without any further action by the parties. To the extent permitted by applicable law, until such time as any Non-Transferrable Asset may be assigned to the Assignee, the Assignor shall perform the covenants and obligations thereunder in the name of the Assignor and shall hold in trust for the Assignor all benefits existing thereunder. The Assignee shall undertake to pay or satisfy all costs, expenses, claims, liabilities and obligations whatsoever in respect of such Non-Transferrable Asset, until such time as any Non-Transferrable Asset may be assigned to the Assignee

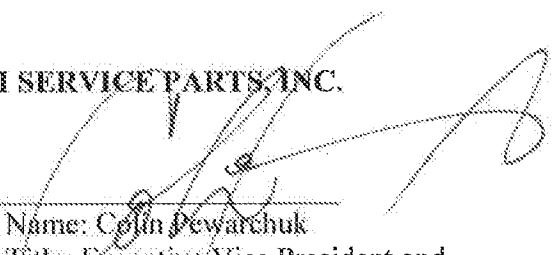
4. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the laws of the State of Delaware, without regard to conflict of laws principles.

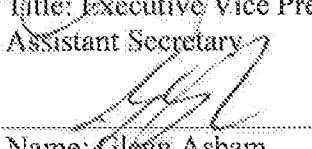
5. This Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute a single instrument. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

* * *

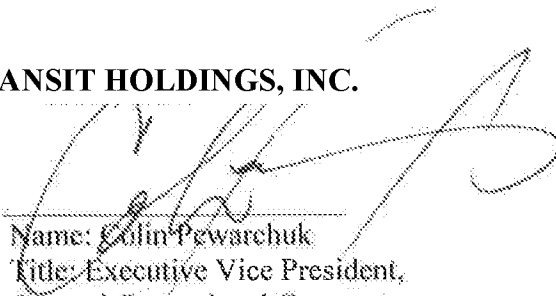
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

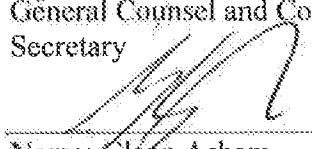
MCI SERVICE PARTS, INC.

By: 
Name: Colin Dewarchuk
Title: Executive Vice President and
Assistant Secretary

By: 
Name: Glenn Asham
Title: Chief Financial Officer,
Executive Vice President, Finance and
Treasurer

TRANSIT HOLDINGS, INC.

By: 
Name: Colin Dewarchuk
Title: Executive Vice President,
General Counsel and Corporate
Secretary

By: 
Name: Glenn Asham
Title: Chief Financial Officer,
Executive Vice President, Finance and
Treasurer

[Signature Page to Assignment and Assumption Agreement]