

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM591654

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mahogany Run, Inc.		08/11/2020	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	GB Auto Service, Inc.		
Street Address:	3945 E Fort Lowell Rd		
Internal Address:	#211		
City:	Tucson		
State/Country:	ARIZONA		
Postal Code:	85712		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3665522	SUN AUTO SERVICE	
CORRESPONDENCE DATA			
Fax Number:	2124224726		
<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:	2128376000		
Email:	trademarks@hugheshubbard.com		
Correspondent Name:	Patrice P. Jean		
Address Line 1:	One Battery Park Plaza		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	033047-00020		
NAME OF SUBMITTER:	Patrice P. Jean		
SIGNATURE:	/Patrice P. Jean/		
DATE SIGNED:	08/12/2020		
Total Attachments: 3			
source=TM Assignment Agreement - Mahogany Run to GB Auto - EXECUTED#page1.tif			
source=TM Assignment Agreement - Mahogany Run to GB Auto - EXECUTED#page2.tif			
source=TM Assignment Agreement - Mahogany Run to GB Auto - EXECUTED#page3.tif			

CH \$40.00 3665522

TRADEMARK ASSIGNMENT

This Trademark Assignment, dated as of August 11, 2020 (this "Assignment"), is made by Mahogany Run, Inc., an Arizona corporation ("Assignor") with a chief executive office located at 1830 E. Elliot #104 Tempe, Arizona 85284, in favor of GB Auto Service, Inc., a Delaware corporation ("Assignee") with a chief executive office located at 3945 E Fort Lowell Rd, #211, Tucson, Arizona 85712.

WHEREAS, Assignor is a wholly owned subsidiary of Assignee and desires to make a contribution to Assignee of the trademark registrations described in Schedule A attached hereto (collectively, the "Marks"), and Assignee desires to accept such contribution of the Marks.

NOW THEREFORE, Assignor and Assignee, intending to be legally bound, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Assignee desires to acquire all of Assignor's rights, title and interest in and to the Marks, including, without limitation, the applications, registrations and any renewals that may be granted thereon, together with the goodwill of the businesses symbolized by the Marks, past common law causes of action and all rights to sue and recover all damages and other appropriate relief for all past infringement of the Marks;

2. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns;

3. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee and under Assignee's direction;

4. 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, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to each of the parties hereto. A signed copy of this Assignment delivered by facsimile, .pdf 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; and

3. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware that apply to contracts made and performed entirely within such state.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment as of the date first written above.

MAHOGANY RUN, INC.,
as Assignor

By: Matthew Burke
Name: Matthew Burke
Title: Vice President & Secretary

GB AUTO SERVICE, INC.
as Assignee

By: John Zygmuntowicz
Name: John Zygmuntowicz
Title: Vice President (Finance)

SCHEDULE A

Mark	Federal/State	Serial No.	Reg. No.	Int'l Class	Status/ Registration
SUN AUTO SERVICE	US Federal	77/309,937	3,665,522	37	Registered
SUN AUTO SERVICE	Nevada	n/a	E0419822008-5	n/a	Registered