

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM609240

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tactical Fleet Services, LLC		11/16/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Sonic Divisional Operations, LLC		
Street Address:	4401 Colwick Road		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28211		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5972730	TACTICAL FLEET	
Registration Number:	5798030	TF TACTICAL FLEET	
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:	919-828-0564		
Email:	trademarks@parkerpoe.com		
Correspondent Name:	William B. Cannon		
Address Line 1:	301 Fayetteville Street, Suite 1400		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
ATTORNEY DOCKET NUMBER:	13344-00080		
NAME OF SUBMITTER:	William B. Cannon		
SIGNATURE:	/William B. Cannon/		
DATE SIGNED:	11/17/2020		
Total Attachments: 5			
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Trademark Assignment Agreement

Tactical Fleet Services, LLC, a Delaware limited liability company (“**Assignor**”), and Sonic Divisional Operations, LLC, a Nevada limited liability company (“**Assignee**”), enter into this Trademark Assignment Agreement (“**Agreement**”) as of November 16, 2020 (“**Effective Date**”).

WHEREAS, Assignor is the owner of all right, title, and interest in and to the trademarks and service marks set forth on **Exhibit A** attached to this Agreement, the goodwill of the business related thereto and symbolized thereby, and certain rights appurtenant thereto; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire, all of Assignor’s right, title, and interest in and to such marks, all goodwill associated therewith and symbolized thereby, and all its rights appurtenant thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges by its execution below:

1. **Assignment.** Assignor hereby irrevocably 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 trademark registrations set forth on **Exhibit A** attached hereto and all issuances, extensions, and renewals thereof, and the unregistered design mark set forth on **Exhibit A** attached hereto (collectively, the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(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 and/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. **Further Assurances.** Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Agreement upon request by Assignor or Assignee. Assignor agrees to perform all reasonable and proper additional acts and to execute any additional documents which Assignee may request in order to transfer Assignor’s rights, title, and interest in and to the Assigned Trademarks and the rights appurtenant thereto to Assignee, its successors, or assigns.

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

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

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties execute this Agreement by signature of their respective duly authorized representatives as of the Effective Date.

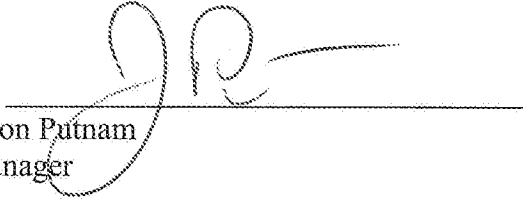
ASSIGNOR:

TACTICAL FLEET SERVICES LLC

Signature: _____

Name: Jason Putnam

Title: Manager

A handwritten signature in black ink, appearing to read 'JP', is written over a horizontal line. The signature is stylized and cursive.

IN WITNESS WHEREOF, the parties execute this Agreement by signature of their respective duly authorized representatives as of the Effective Date.

ASSIGNEE:

SONIC DIVISIONAL OPERATIONS, LLC

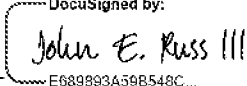

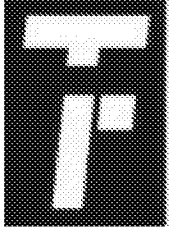
DocuSigned by:
Signature:  _____
Name: John E. Russ III
Title: Vice President

Exhibit A

Trademark	Country	Registration Number
TACTICAL FLEET	US	5972730
	US	5798030
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