

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM621103

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Uncle Ed's Oil Shoppes, Inc.		10/29/2020	Corporation: MICHIGAN
AutoBath America, Inc.		10/29/2020	Corporation: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Grease Monkey Midwest, LLC		
<b>Street Address:</b>	5575 DTC Parkway, Suite 100		
<b>City:</b>	Greenwood Village		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80111		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5626145	GET REWARDED UNCLEEDSOIL.COM	
<b>Registration Number:</b>	5620982	TRUST YOUR FLEET TO UNCLE EDS	
<b>Registration Number:</b>	5203539	UNCLE ED'S FAST. FRIENDLY. PROFESSIONAL.	
<b>Registration Number:</b>	5203538	MICHIGAN PROUD SINCE 1982	
<b>Registration Number:</b>	5203536	LIFE IS BUSY UNCLE ED'S SAVES YOU TIME S	
<b>Registration Number:</b>	5194881	UNCLE ED'S LETS YOU GET READY FOR THE RO	
<b>Registration Number:</b>	5194880	RELAX IN YOUR CAR WE'LL DO THE REST WE M	
<b>Registration Number:</b>	4304684	ED	
<b>Registration Number:</b>	1905967	WE DON'T JUST DO IT FAST, WE DO IT RIGHT	
<b>Registration Number:</b>	1243150	UNCLE ED'S OIL SHOPPE	
<b>Registration Number:</b>	2168543	AUTOBATH AMERICA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9494754754		
<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>			
<b>Phone:</b>	949-451-3800		
<b>Email:</b>	skann@gibsondunn.com		
<b>Correspondent Name:</b>	Stephanie Kann		
<b>Address Line 1:</b>	3161 Michelson Drive		
<b>TRADEMARK</b>			

CH \$290.00 5626145

**Address Line 2:** Gibson, Dunn & Crutcher LLP  
**Address Line 4:** Irvine, CALIFORNIA 92612

**ATTORNEY DOCKET NUMBER:** 65595-00001

**NAME OF SUBMITTER:** Stephanie Kann

**SIGNATURE:** /stephanie kann/

**DATE SIGNED:** 01/19/2021

**Total Attachments: 13**

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## **ASSIGNMENT OF INTELLECTUAL PROPERTY**

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this “Assignment”) is made as of October 29, 2020, by and between (a) Grease Monkey Midwest, LLC, a Delaware limited liability company (the “Assignee”), on the one hand, and (b) each of Uncle Ed’s Oil Shoppes, Inc., a Michigan corporation, and AutoBath America, Inc., a Michigan corporation (each, an “Assignor” and collectively, the “Assignors”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as hereinafter defined).

WHEREAS, the Assignors, the Assignee and certain other parties are party to the Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), pursuant to which the Assignors have agreed to sell to the Assignee, and the Assignee has agreed to purchase from the Assignors, all Seller Intellectual Property (other than the Licensed Intellectual Property), and all tangible embodiments of the foregoing, upon the terms and subject to the conditions set forth in the Purchase Agreement and this Assignment; and

WHEREAS, pursuant to the Purchase Agreement, the Assignors have agreed to execute and deliver this Assignment by which the Seller Intellectual Property (other than the Licensed Intellectual Property), including (without limitation) the Seller Intellectual Property set forth in Attachment A (the “Transferred IP”), is assigned and conveyed by the Assignors to the Assignee at the Closing.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, upon the terms and subject to the conditions set forth in the Purchase Agreement and this Assignment, it is hereby agreed that:

1. Each Assignor does hereby irrevocably and unconditionally:

(a) sell, assign, transfer, convey and deliver to the Assignee all of such Assignor’s right, title and interest in, to and under, free and clear of all Encumbrances (other than Permitted Encumbrances) and liabilities (other than Assumed Liabilities): (i) the Transferred IP and its associated goodwill; (ii) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Transferred IP, including, without limitation, all causes of action and other enforcement rights for (A) damages, (B) injunctive relief, (C) inventorship or authorship rights and (D) any other remedies of any kind for past, current and future infringement; and (iii) rights to collect royalties or other payments under or on account of any of the Transferred IP, the same to be held by the Assignee for the Assignee’s own use and enjoyment, and for the use and enjoyment of the Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this Assignment had not been made;

(b) agree to waive, to the extent applicable, any “moral” rights with respect to the Transferred IP, including but not limited to rights of attribution, integrity and disclosure arising from all or any part of the copyrights included in the Transferred IP, together with all claims for damages and other remedies asserted on the basis of moral rights, and transfers, conveys and assigns unto the Assignee any waivers granted to such Assignor of any such moral rights, in each case, to the fullest extent permitted by applicable Law; and

(c) agree, without charge to the Assignee, to assist the Assignee in perfecting the transfer of ownership of the Transferred IP, including all Intellectual Property rights therein throughout the world, including executing transfer applications, assignments, declarations,

affidavits and any other papers in connection therewith reasonably necessary to perfect such right, title and interest in the Assignee. In the event the Assignee is unable for any reason, after reasonable effort, to secure such Assignor's signature on any document needed to perfect the transfer of ownership of the Transferred IP, such Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents as such Assignor's agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on such Assignor's behalf to execute and file such documents, with the same legal force and effect as if executed by the Assignor. Such Assignor agrees to provide such assistance and cooperation as the Assignee may reasonably request in connection with the Assignee's prosecution of any applications for registration being pursued by such Assignor as of the date hereof and included in the Transferred IP (including appeals in connection therewith), including providing documents and materials in the possession or control of such Assignor.

2. Each Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by the Assignee.

3. Without prejudice to Section 1 above, each Assignor hereby covenants that, from time to time after the delivery of this Assignment, at the Assignee's request, such Assignor will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, such further acts, conveyances, transfers, assignments, powers of attorney and assurances as may reasonably be required to more effectively convey, transfer to and vest in the Assignee, and to put the Assignee and its successors and assigns in possession of, any of the Transferred IP.

4. Nothing in this Agreement shall alter any liability or obligation of any Assignor or the Assignee under the Purchase Agreement, which shall govern the representations, warranties and obligations of the parties with respect to the Transferred IP.

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

6. The terms and conditions of Sections 9.8, 9.9 and 9.10 of the Purchase Agreement are incorporated by reference herein *mutatis mutandis*.

7. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. 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.

*[The remainder of this page has been intentionally left blank.]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**ASSIGNEE:**

**GREASE MONKEY MIDWEST, LLC**

By:   
Name: Kevin Körmondy  
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**ASSIGNORS:**

**UNCLE ED'S OIL SHOPPES, INC.**

DocuSigned by:  
By: John S. Simoni  
Name: John S. Simoni  
Title: Chairman and Authorized Agent

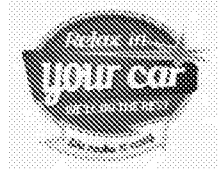



**AUTOBATH AMERICA, INC.**

DocuSigned by:  
By: John S. Simoni  
Name: John S. Simoni  
Title: President






ATTACHMENT A


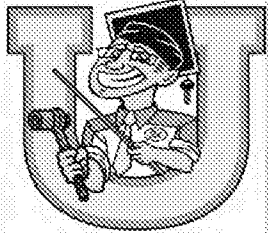

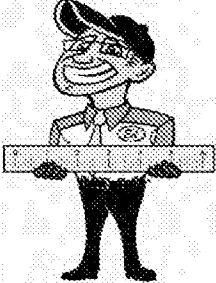

ASSIGNED U.S. TRADEMARKS






Owner	Mark	Registration Number	Status
Uncle Ed's Oil Shoppes, Inc.		5626145	Registered
Uncle Ed's Oil Shoppes, Inc.		5620982	Registered
Uncle Ed's Oil Shoppes, Inc.		5203539	Registered
Uncle Ed's Oil Shoppes, Inc.		5203538	Registered
Uncle Ed's Oil Shoppes, Inc.		5203536	Registered
Uncle Ed's Oil Shoppes, Inc.		5194881	Registered



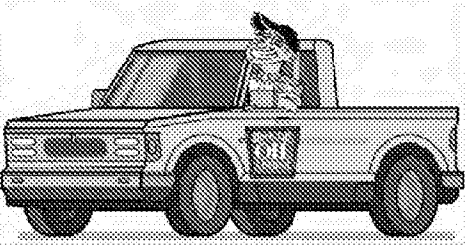


Uncle Ed's Oil Shoppes, Inc.		5194880	Registered
Uncle Ed's Oil Shoppes, Inc.		4304684	Registered
Uncle Ed's Oil Shoppes, Inc.	WE DON'T JUST DO IT FAST, WE DO IT RIGHT	1905967	Registered
Uncle Ed's Oil Shoppes, Inc.	<b>Uncle Ed's OIL SHOPPE</b>	1243150	Registered
Uncle Ed's Oil Shoppes, Inc.	UNCLE ED'S OIL SHOPPES (Word Mark)		Unregistered
Uncle Ed's Oil Shoppes, Inc.			Unregistered
Uncle Ed's Oil Shoppes, Inc.			Unregistered




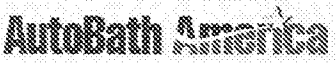


<p>Uncle Ed's Oil Shoppes, Inc.</p>			<p>Unregistered</p>
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<p>Uncle Ed's Oil Shoppes, Inc.</p>			<p>Unregistered</p>
<p>Uncle Ed's Oil Shoppes, Inc.</p>			<p>Unregistered</p>
<p>AutoBath America, Inc.</p>	<p>AUTOBATH AMERICA</p>	<p>2168543</p>	<p>Registered</p>
<p>AutoBath America, Inc.</p>			<p>Unregistered</p>

**ASSIGNED U.S. COPYRIGHTS**

Owner	Title	Registration Number	Status
Uncle Ed's Oil Shoppes, Inc.	CARICATURE OF UNCLE ED	VA0001828490	Registered

**OTHER ASSIGNED INTELLECTUAL PROPERTY**

Owner	Type		Status
Uncle Ed's Oil Shoppes, Inc.	Social Media - Facebook	@UncleEdsOil	Active
		@UncleEdsOilKalamazooStadium	
		@UncleEdsOilKalamazooNorth	
		@UncleEdsOilKalamazooSouthWest	
		@UncleEdsOilKalamazooPortage	
		@UncleEdsOilKalamazooWynn	
		@UncleEdsOilKalamazooGull	
		@UncleEdsOilKalamazooSouth	
		@UncleEdsOilFraser	
		@UncleEdsOilWaterford	
		@UncleEdsOilYpsilanti	
		@UncleEdsOilBloomfield	
		@UncleEdsOilLivonia	
		@UncleEdsOilRoyalOak	
@UncleEdsOilClawson			
@UncleEdsOilTroy			
@UncleEdsOilTroyEast			
@UncleEdsOilMadison			

		@UncleEdsOilShelby @UncleEdsOilBattleCreekBeckley @UncleEdsOilBattleCreekWest @UncleEdsOilWarren @UncleEdsOilMacomb @UncleEdsOilClintonTownship @UncleEdsOilStClairShores @UncleEdsOilNewBaltimore @UncleEdsOilAnnArborWest @UncleEdsOilAnnArborEast @UncleEdsOilFarmingtonWest @UncleEdsOilFarmington	
Uncle Ed's Oil Shoppes, Inc.	Trade Dress	Trade Dress in the look and feel of service site locations, website, and internal and external company materials (manuals, coupon books, templates, etc.)	Unregistered

### ASSIGNED DOMAIN NAMES

Domain Names	Registered To	Registration Managed/Updated By	Domain Registered Thru	Registration thru	Used For
uncle-eds.com	Uncle Ed's Oil Shoppe, Inc.	Millennium Digital Technologies, LLC	8/27/2021	GoDaddy.com	Email
uncleedsoil.com	Uncle Ed's Oil Shoppe, Inc.	Millennium Digital Technologies, LLC	1/29/2022	GoDaddy.com	Website
uncleedsoil.net	Uncle Ed's Oil Shoppe, Inc.	Millennium Digital Technologies, LLC	10/22/2020	GoDaddy.com	Internal software (APIs)