

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626733

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Pep Boys-Manny, Moe & Jack LLC		01/01/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	IEH Auto Parts LLC
Street Address:	112 Townpark Drive NW
Internal Address:	Suite 300
City:	Kennesaw
State/Country:	GEORGIA
Postal Code:	30144
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1918786	PROCOOL
Registration Number:	2764884	PROLINE
Registration Number:	2356875	PROLINE
Registration Number:	2474353	PROLINE
Registration Number:	2491066	PROLINE
Registration Number:	2179083	PROLINE
Registration Number:	2408433	PROSTART
Registration Number:	1160742	PRO-START
Registration Number:	4245196	PROSTEER
Registration Number:	2693765	PROSTEER
Registration Number:	1898072	PROSTOP
Registration Number:	1835366	PROSTOP

CORRESPONDENCE DATA

Fax Number: 8663082252

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.

CH \$315.00 1918786

Phone: 2029068611
Email: Dykema-TM@dykema.com,mgentner@dykema.com
Correspondent Name: Marsha G. Gentner
Address Line 1: 1301 K Street NW
Address Line 2: Suite 1100 West
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 067154-000512

NAME OF SUBMITTER: Marsha G. Gentner

SIGNATURE: /Marsha G. Gentner/

DATE SIGNED: 02/17/2021

Total Attachments: 5

source=3 TM Assignment TPBMMJLLC to IEH Auto Parts LLC FULLY-EXECUTED WITH EXHIBITS#page1.tif
source=3 TM Assignment TPBMMJLLC to IEH Auto Parts LLC FULLY-EXECUTED WITH EXHIBITS#page2.tif
source=3 TM Assignment TPBMMJLLC to IEH Auto Parts LLC FULLY-EXECUTED WITH EXHIBITS#page3.tif
source=3 TM Assignment TPBMMJLLC to IEH Auto Parts LLC FULLY-EXECUTED WITH EXHIBITS#page4.tif
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of January 1, 2021 (the "Effective Date"), by and between THE PEP BOYS - MANNY, MOE & JACK LLC, a Delaware limited liability company, as assignor ("Assignor"), and IEH AUTO PARTS LLC, a Delaware limited liability company, as assignee ("Assignee"), and together with Assignor, collectively, the ("Parties").

WHEREAS, as of the Effective Date, certain intellectual property has been assigned by The Pep Boys Manny, Moe & Jack of California LLC to Assignor;

WHEREAS, Assignor and Assignee currently are affiliated companies;

WHEREAS, Assignor and Assignee intend to engage in a series of transactions to reorganize their overall structure (the "Reorganization");

WHEREAS, as a result of, and pursuant to, the Reorganization, Assignor intends to assign as of the Effective Date and Assignee has agreed to accept the assignment of all of Assignor's right, title, and interest in and to the trademarks listed on Schedule A attached hereto and incorporated herein by this reference, in any and all forms, formats, styles, and designs, including any logos used in conjunction therewith prior to and/or as of the date of this Assignment, together with all goodwill, symbolized thereby (collectively, the "Assigned Marks");

WHEREAS, the Assignee and the Assignor are hereby effecting such transfer and assignment of all right, title and interest of the Assignor throughout the world in and to the Assigned Marks; and

WHEREAS, this Agreement is being executed and delivered by the parties in connection with the consummation of the transactions contemplated by the Reorganization.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the Parties hereby agree as follows:

1. Assignor does hereby sell, assign, convey, set over and transfer to Assignee, as of the Effective Date, all right, title and interest in and to the aforesaid Assigned Marks, including but not limited to the U.S. Registrations therefor, throughout the world, together with the whole of the goodwill of the business symbolized by said Assigned Marks, the same to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damage by reason of past infringement of the Assigned Marks, with the right to sue for and collect the same for Assignee's own use and behalf, and for the use and on behalf of its successors, assigns or other legal representatives.

2. At any time on or after the Effective Date of this Assignment, Assignor, without further consideration, shall execute, acknowledge, and deliver, or shall cause to be done, executed, acknowledged and delivered, all such further transfers, assignments, conveyances and assurances and take such actions as reasonably necessary and requested by the Assignee to transfer, convey and assign to Assignee possession and use of the Assigned Marks, to comply with all applicable legal requirements to effect such transfers, conveyances and assignments, and/or to obtain the full benefit of this Assignment. Assignor further covenants that Assignee will, as reasonably necessary upon Assignee's request, be provided promptly with all pertinent facts, documents and specimens relating to the Assigned Marks and all legal equivalents as may be known and accessible to Assignor.

3. Assignor acknowledges that Assignor shall have no right to receive any royalty, fee or other share or income or revenue that may be received by Assignee from the use, sale, license, or any other transfer or exploitation of the Assigned Marks after the Effective Date.

4. This Assignment 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 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.

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

6. This Assignment shall be governed by, and construed in accordance with, the substantive laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the Commonwealth of Pennsylvania.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the dates set forth below.

ASSIGNOR:

THE PEP BOYS - MANNY, MOE &
JACK LLC

By: Matt Flannery
Name: Matthew C. Flannery
Title: Chief Legal and Administrative
Officer & Secretary

ASSIGNEE:

IEH AUTO PARTS LLC

By: Matt Flannery
Name: Matthew C. Flannery
Title: Chief Legal and Administrative
Officer & Secretary

Schedule A

**Schedule A
Trademarks**

Mark	Jurisdiction	Status of Mark	Application Number	Registration Number
PROCOOL	United States	Registered	74/241,248	1,918,786
PROLINE	United States	Registered	76/189,675	2,764,884
PROLINE	United States	Registered	75/582,822	2,356,875
PROLINE	United States	Registered	75/811,118	2,474,353
PROLINE	United States	Registered	75/504,397	2,491,066
PROLINE & DESIGN 	United States	Registered	75/116,157	2,179,083
PROSTART	United States	Registered	75/827,906	2,408,433
PRO-START	United States	Registered	73/227,063	1,160,742
PROSTEER	United States	Registered	85/578,050	4,245,196
PROSTEER	United States	Registered	76/050,341	2,693,765
PROSTOP	United States	Registered	74/301,152	1,898,072
PROSTOP	United States	Registered	74/301,175	1,835,366