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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM628792

Stylesheet Version v1.2

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American LubeFast, LLC		01/02/2020	Limited Liability Company: GEORGIA
American LubeFast Franchising, Inc.		01/02/2020	Corporation: GEORGIA

RECEIVING PARTY DATA

Name:	Grease Monkey Midwest, LLC		
Street Address:	5575 DTC Parkway, Suite 100		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	Limited Liability Company: DELAWARE		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Registration Number:	2906682	AMERICAN LUBEFAST	

CORRESPONDENCE DATA

Fax Number: 9494754754

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.

Phone: 949-451-3800

Email: skann@gibsondunn.com

Correspondent Name: Stephanie Kann
Address Line 1: 3161 Michelson Drive

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

ATTORNEY DOCKET NUMBER:	20761-00078
NAME OF SUBMITTER:	Stephanie Kann
SIGNATURE:	/stephanie kann/
DATE SIGNED:	03/01/2021

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is entered into effective as of January 2, 2020 (the "Effective Date"), by and between American LubeFast, LLC, a Georgia limited liability company, and American LubeFast Franchising, Inc., a Georgia corporation (collectively, "Assignor"), and Grease Monkey Midwest, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the mark and the U.S. trademark registration identified in <u>Schedule A</u> (the "**Trademark**") and desires to assign the Trademark to Assignee; and

WHEREAS, Assignee desires to accept all of Assignor's right, title and interest in and to the Trademark.

NOW, THEREFORE, for the consideration of and exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

- 1. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Trademark, and any and all rights therein provided by international conventions and treaties, together with the goodwill of the business with which the Trademark is used and that is symbolized by the Trademark, to the extent that such rights and goodwill exist, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives as fully and entirely as the same would have been enjoyed by Assignor if this Trademark Assignment had not been made (together, the "Assigned Rights").
- 2. Assignor further agrees to cooperate with the Assignee to take all actions and execute all documents necessary or desirable to perfect the interest of Assignee in and to the Assigned Rights, and shall not enter into any agreement in conflict with this Trademark Assignment.
- 3. This Trademark Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Assignment by electronic mail or facsimile shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.
- 4. No provision of this Trademark Assignment may be amended or modified except by a written instrument signed by the parties hereto.
- 5. This Agreement and any disputes or controversies arising hereunder shall be construed and enforced in accordance with, and governed by the internal laws of, the State of Colorado without giving effect to the conflicts of laws principles thereof that would apply the laws of any other jurisdiction.

IN WITNESS WHEREOF, each of the parties has caused this Trademark Assignment to be executed as of the date first written above by a duly authorized officer.

ASSIGNOR:
AMERICAN LUBEFAST, LLC
Ву:
Name: Timozay Emsing
Title: MANACOCO
ASSIGNOR:
AMERICAN LUBEFAST FRANCHISING, INC
By:
Name: Traver tursus
Title: RESIDENT
ASSIGNEE:
GREASE MONKEY MIDWEST, LLC
By: 111 Daly-
Name: Jeff Galgano
Title:
<i>'</i>

SCHEDULE A

U.S. Trademark

Trademark	Serial/Registration No.	Filing/Registration Date	Status
AMERICAN LUBEFAST	Serial No. 78/327,661 Reg. No. 2,906,682	Filing Date 11/13/2003 Reg. Date 11/30/2004	Registered

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RECORDED: 03/01/2021

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