

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650934

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SBA Management, Inc.		05/28/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	GB Auto Service, Inc.		
Street Address:	3945 E Fort Lowell Road		
Internal Address:	#211		
City:	Tucson		
State/Country:	ARIZONA		
Postal Code:	85712		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4901139	FAMILY AUTO SERVICE	
Registration Number:	4926352	FAMILY AUTO SERVICE	
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:	2128376264		
Email:	trademarks@hugheshubbard.com		
Correspondent Name:	Patrice P. Jean		
Address Line 1:	One Battery Park Plaza		
Address Line 2:	Hughes Hubbard LLP		
Address Line 4:	New York, NEW YORK 10004-1482		
ATTORNEY DOCKET NUMBER:	033047-00029		
NAME OF SUBMITTER:	Patrice P. Jean		
SIGNATURE:	/Patrice P. Jean/		
DATE SIGNED:	06/01/2021		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

This Trademark Assignment dated as of May 28, 2021 (this “**Trademark Assignment**”), is made by SBA Management, Inc., a California corporation (“**Assignor**”), in favor of GB Auto Service, Inc., a Delaware corporation (“**Assignee**”). Capitalized terms used but not defined in this Agreement have the meanings assigned to them in the Asset Purchase Agreement dated as of April 28, 2021 (the “**Purchase Agreement**”), among Assignee, Because of Grace, Inc., a California corporation (“**Because of Grace**”), Achieving the Dream, Inc., a California corporation (“**Achieving the Dream**”), Advancing the Dream, Inc., a California corporation (“**Advancing the Dream**”), Elibella, Inc., a California corporation (“**Elibella**”), FA Service 5, Inc., a California corporation (“**FA Service 5**”; Because of Grace, Achieving the Dream, Advancing the Dream, Elibella and FA Service 5, the “**Sellers**”), Robert Rowsell and Claudia Rowsell, each an individual (“**Owners**”; Sellers and Owners are collectively referred to as “**Seller Parties**”), and Robert Rowsell as the representative of Seller Parties.

Concurrently with the execution of this Trademark Assignment, Assignee is consummating the transactions contemplated by the Purchase Agreement, pursuant to which, among other things, Affiliates of Assignor have agreed to cause Assignor to sell, convey, transfer, assign and deliver to Assignee all the Assigned Trademarks (as defined below); and

Assignor desires to execute this Trademark Assignment for purposes of recording the assignment of the Assigned Trademarks (and filing this Trademark Assignment with the United States Patent and Trademark Office and/or any other applicable intellectual property offices and/or similar agencies outside of the United States, as may be necessary to effectuate the assignment of the Assigned Trademarks).

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee all (a) the Trademarks (and the registrations and applications therefor) listed on Attachment 1 and all goodwill corresponding thereto (collectively, the “**Assigned Trademarks**”) and (b) (i) all rights pertaining to the Assigned Trademarks arising under international treaties and convention rights; (ii) the right and power to assert, defend and recover title to the Assigned Trademarks; (iii) all rights, if any, to assert, defend, sue, and recover damages for any past, present and future infringement, misuse, misappropriation, impairment, unauthorized use or other violation of any rights in or to the Assigned Trademarks; (iv) all proceeds, income, royalties, damages and payments now and/or hereafter due and payable under and/or in respect of the Assigned Trademarks; and (v) all administrative rights arising from the Assigned Trademarks, including the right to prosecute applications and oppose, interfere with or challenge the applications of others, and the rights, if any, to obtain renewals, continuations, divisions, and extensions of legal protection pertaining to the Assigned Trademarks.

2. From time to time, as and when requested by Assignee, Assignor shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as are reasonably necessary to evidence and effectuate the transactions contemplated by this Trademark Assignment.

3. A copy of an executed counterpart transmitted by fax or email shall be considered an original for purposes of this Section 3, provided that receipt of copies of such counterpart is confirmed.

4. This Trademark Assignment is subject in all respects to the terms and conditions of the Purchase Agreement. Nothing contained in this Trademark Assignment shall be deemed to supersede, enlarge, modify, or waive any of the representations, warranties, covenants or other agreements contained in the Purchase Agreement. To the extent any provision of this Trademark Assignment is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

5. This Trademark Assignment shall be binding upon Assignor, and inure to the benefit of Assignee, and in each case their respective successors and permitted assigns.

[The next page is the signature page]

The undersigned has caused this Trademark Assignment to be executed and delivered as of the date first written above.

SBA MANAGEMENT, INC.

By: R. Rowsell
Name: Robert Rowsell
Title: President

STATE OF California)
) ss.
COUNTY OF San Diego)

This 27th day of May, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known to me or proved to me on the basis of satisfactory evidence to be the _____ of SBA Management, Inc., a California corporation, and acknowledged to me that he executed the same in his capacity identified above on behalf of SBA Management, Inc., and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument on behalf of SBA Management, Inc..

Dated: _____, 2021

See attached.

Name:

My Commission expires: _____

(NOTARIAL SEAL)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego

On May 27th 2021 before me, Caren M. Gage
(insert name and title of the officer)

personally appeared Robert Rowell
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

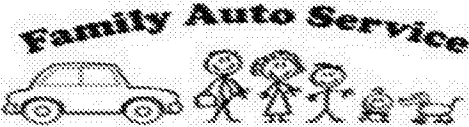
WITNESS my hand and official seal.

Signature Caren M. Gage (Seal)



ATTACHMENT 1

COMPANY MARKS

Service Mark	Country	Registration Date	Registration Number
FAMILY AUTO SERVICE	U.S.A.	February 16, 2016	4901139
 The logo for Family Auto Service consists of the text "Family Auto Service" in a bold, sans-serif font, arched over a line drawing. The drawing depicts a car on the left, followed by a family of four (a man, a woman, and two children) walking, and a dog on the right.	U.S.A.	March 29, 2016	4926352