

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM671813

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Meridian Rack & Pinion Holdings, LLC		07/15/2021	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Meridian Rack & Pinion, LLC		
Street Address:	9980 Huennekens St, Suite 200		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86275821	DURALO	
Serial Number:	86232941	GREATAUTOPARTS	
Serial Number:	85616283	CAR PART KINGS	
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:	617-367-2500		
Email:	achan@davismalm.com, djanis@davismalm.com		
Correspondent Name:	Anna O. Chan		
Address Line 1:	Davis, Malm & D'Agostine, P.C.		
Address Line 2:	One Boston Place, 37th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02108		
NAME OF SUBMITTER:	Daniel T. Janis		
SIGNATURE:	/s/ Daniel T. Janis		
DATE SIGNED:	09/01/2021		
Total Attachments: 8			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of July 15, 2021, is made by Meridian Rack & Pinion Holdings, LLC, a California limited liability company ("**Assignor**") in favor of Meridian Rack & Pinion, LLC, a Delaware limited liability company ("**Assignee**").

WHEREAS, Assignor has conveyed, transferred, and assigned to Assignee, and Assignee has acquired from Assignor, all right, title and interest in, to and under the trademarks set forth on Schedule 1 (the "**Trademarks**"), and Assignor has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office ("USPTO") and corresponding entities or agencies in any applicable jurisdictions;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignor does hereby assign, sell and transfer to Assignee, free and clear of all liens, all of its right, title and interest in and to the Trademarks, together with (i) the applications and registrations of the Trademarks, (ii) the goodwill of the business symbolized by and associated with the Trademarks and (iii) all rights, remedies, defenses, litigations, whether known or unknown, past, present, or future, of any nature relating to the Trademarks, including all rights to enforce any assignment of, license to, or confidentiality covenant with respect to, any Trademarks. Assignor does further consent to the recordation of this Assignment with any governmental agency.
2. Assignor agrees, without further consideration, to execute all oaths, assignments, powers of attorney, applications, and other papers reasonably necessary or appropriate to fully secure to Assignee the right, title and interest conveyed herein, and to take such further actions as may be reasonably requested by Assignee in order to carry out the provisions and purposes of this Assignment including, without limitation, to execute one or more further assignments covering the Trademarks in a form acceptable for recordation in the USPTO or any applicable foreign equivalent.
3. Assignor agrees, without further consideration, to execute all documents necessary to perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives. In the event that Assignor is unable or unwilling to fully perform its obligations under this Assignment, to the extent necessary to perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives, Assignor hereby irrevocably designates and appoints Assignee or its assigns and their duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and in Assignor's behalf and instead of Assignor, to execute and file any registration, application or other document and to do all other lawfully permitted acts in connection with the Trademarks and related rights assigned to Assignee hereunder.

4. This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice of law or conflict of laws provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.
5. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile or electronic (PDF) counterpart signatures shall be acceptable and binding.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first above written.

MERIDIAN RACK & PINION HOLDINGS, LLC

By: *[Signature]* 7/15/2021
Name: *Renee Monas Jacobs*
Title: *CEO*

ACKNOWLEDGMENT

STATE OF [STATE])
)SS.
COUNTY OF [COUNTY])

On the [ORDINAL NUMBER] day of [MONTH], 2021, before me personally appeared [SIGNATORY NAME], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that [he/she] executed the same [in [his/her] authorized capacity as the [SIGNATORY TITLE] of [ASSIGNEE], the [TYPE OF ENTITY] described], and acknowledged the instrument to be [his/her] free act and deed/the free act and deed of [ASSIGNEE] for the uses and purposes mentioned in the instrument.

See Attached Certificate

Notary Public
Printed Name:

My Commission Expires:
[DATE]

SCHEDULE A

TRADEMARKS

Trademark	Serial #	Registration #	Current Owner	Status
DURALO	86275821	4778564 Registration Date: 7/21/15	Meridian Rack and Pinion Holdings, LLC	LIVE Security Interest: SG Credit Partners
GREATAUTOPARTS	86232941	4644333 Registration Date: 11/25/14	Meridian Rack and Pinion Holdings, LLC	LIVE Security Interest: SG Credit Partners
CAR PART KINGS	85616283	4271328 Registration Date: 1/8/2013	Meridian Rack & Pinion Holdings, LLC	LIVE Security Interest: SG Credit Partners

AGREED TO AND ACCEPTED:

MERIDIAN RACK & PINION, LLC

By: *[Signature]* 7/15/2021
Name: *Reggie Thomas Jacobs*
Title: *CEO*

[ACKNOWLEDGMENT

STATE OF [STATE])

)SS.

COUNTY OF [COUNTY])

On the [ORDINAL NUMBER] day of [MONTH], [YEAR], before me personally appeared [SIGNATORY NAME], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that [he/she] executed the same [in [his/her] authorized capacity as the [SIGNATORY TITLE] of [BUYER], the [TYPE OF ENTITY] described], and acknowledged the instrument to be [[his/her] free act and deed/the free act and deed of [BUYER]] for the uses and purposes mentioned in the instrument.

See Attached Certificate

Notary Public
Printed Name:

My Commission Expires:
[DATE]]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

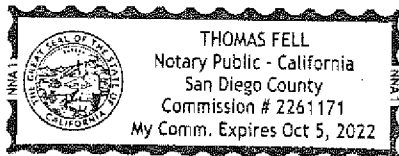
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)
On July 15, 2021 before me, Thomas Fell Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Renee Josette Thomas Jacobs
Name(s) of Signer(s)

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 Thomas Fell
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Trademark Assignment Agreement
Document Date: July 15, 2021 Number of Pages: 3
Signer(s) Other Than Named Above: NA

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

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 Partner — Limited General
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 Other: _____
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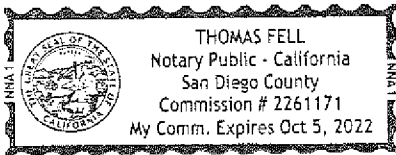
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On July 15 2021 before me, Thomas Fell Notary Public)
Date Here Insert Name and Title of the Officer
personally appeared Renee Josette Thomas Jacobs)
Name(s) of Signer(s)

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.

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 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____