CH \$65.00 58400

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM685411

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
Omni-Parts Automotive LLC		10/18/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Nissan North America, Inc.
Street Address:	One Nissan Drive
City:	Franklin
State/Country:	TENNESSEE
Postal Code:	37067
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	5840012	OMNIPARTS AUTOMOTIVE
Registration Number:	5829288	OMNIPARTS AUTOMOTIVE

CORRESPONDENCE DATA

Fax Number: 7344184213

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: 7344184212

Email: trademark@honigman.com

Correspondent Name: Angela Alvarez Sujek

Address Line 1:39400 Woodward Ave, Suite 101Address Line 4:Bloomfield Hills, MICHIGAN 48304

ATTORNEY DOCKET NUMBER:	261545389881
NAME OF SUBMITTER:	Angela Alvarez Sujek
SIGNATURE:	/angela alvarez sujek/
DATE SIGNED:	11/03/2021

Total Attachments: 4

source=Omni-Parts Assignment#page1.tif source=Omni-Parts Assignment#page2.tif source=Omni-Parts Assignment#page3.tif

> TRADEMARK REEL: 007481 FRAME: 0796

900653857

source=Omni-Parts Assignment#page4.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is effective as of October 18, 2021 between OMNI-PARTS AUTOMOTIVE LLC, a Delaware limited liability company, with a business address of 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 ("Assignor") and NISSAN NORTH AMERICA, INC., a Delaware corporation having a principal place of business at One Nissan Drive, Franklin, Tennessee 37067 ("Assignee"). Assignor and Assignee are referred to herein individually as a "Party" and collectively, as the "Parties".

RECITALS:

WHEREAS, Assignor is the owner of record of the trademarks identified in Schedule A attached (the "Trademarks");

WHEREAS, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of Assignor's rights, title and interest in and to the Trademarks as set forth below.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

- 1. <u>Trademarks</u>. Assignor hereby irrevocably assigns, conveys, grants and transfers to Assignee, all of Assignor's right, title and interest, of whatever kind, throughout the world, in and to the Trademarks, together with all of the goodwill associated with and symbolized by the Trademarks, all of the business to which the Trademarks pertain, and any other rights at common law or otherwise.
- 2. <u>Rights.</u> The foregoing assignment includes rights to collect royalties or proceeds in connection with any of the foregoing and all rights to sue for and otherwise object to past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith.
- 3. <u>Further Assurances</u>. Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by Assignee to vest, secure, and perfect, the rights and interests of Assignee in and to the Trademarks assigned herein.
- 4. **<u>Binding Effect.</u>** This Assignment inures to the benefit of and is binding upon Assignor and Assignee and their respective heirs, successors and permitted assigns.
- 5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule.

40954847

IN WITNESS WHEREOF, each of the Parties has caused this Trademark Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNOR:

OMNI-PARTS AUTOMOTIVE LLC

ASSIGNEE:

NISSAN NORTH AMERICA, INC.

Name: Kent O'Hara

Title: President

Name: Michael Soutter

Title: VP Aftersales

SCHEDULE A Trademarks

<u>Trademark</u>	<u>Jurisdiction</u>	Registration Number	Registration Date
OMNIPARTS AUTOMOTIVE (Stylized) OMNIPARTS	United States	5,840,012	08/20/2019
OMNIPARTS AUTOMOTIVE	United States	5,829,288	08/06/2019
OMNIPARTS AUTOMOTIVE (Stylized) OMNIPARTS	Canada	TMA1040477	07/12/2019
SIMPLIFIT	Canada .	TMA1040476	07/12/2019
OMNIPARTS AUTOMOTIVE (Stylized) OMNIPARTS	China	21362594	11/14/2017
OMNIPARTS AUTOMOTIVE (Stylized) OMNIPARTS	China	21362593	11/14/2017
OMNIPARTS AUTOMOTIVE (Stylized) OMNIPARTS	China	21362592	11/14/2017
OMNIPARTS AUTOMOTIVE (Stylized) OMNIPARTS	China	21362589	11/14/2017
OMNIPARTS AUTOMOTIVE (Stylized) OMNIPARTS	China	21362588	11/14/2017
OMNIPARTS AUTOMOTIVE (Stylized) OMNIPARTS	China	21362591	01/14/2018
OMNIPARTS AUTOMOTIVE (Stylized) OMNIPARTS	China	21362590	01/14/2018
OMNIPARTS AUTOMOTIVE (Stylized) OMNIPARTS	Mexico	1646993	06/15/2016
OMNIPARTS AUTOMOTIVE (Stylized) OMNIPARTS	Mexico	1648071	06/20/2016
OMNIPARTS AUTOMOTIVE (Stylized) OMNIPARTS	Mexico	1828693	12/05/2017
OMNIPARTS AUTOMOTIVE	Mexico	1667767	08/24/2016

40954847

(Stylized) OMNIPARTS			·
OMNIPARTS AUTOMOTIVE (Stylized) OMNIPARTS	Mexico	1646994	06/15/2016
OMNIPARTS AUTOMOTIVE (Stylized) OMNIPARTS	Mexico	1752546	05/11/2017
OMNIPARTS AUTOMOTIVE (Stylized) OMNIPARTS	Mexico	1745312	04/20/2017
OMNIPARTS AUTOMOTIVE (Stylized) OMNIPARTS	Mexico	1742696	04/12/2017
MISCELLANEOUS LOGO DESIGN	Mexico	1662012	08/08/2016
MISCELLANEOUS LOGO DESIGN	Mexico	1658785	08/08/2016
MISCELLANEOUS LOGO DESIGN	Mexico	1828691	08/08/2016
MISCELLANEOUS LOGO DESIGN	Mexico	1667765	08/08/2016
MISCELLANEOUS LOGO DESIGN	Mexico	1662013	08/08/2016
MISCELLANEOUS LOGO DESIGN	Mexico	1752544	08/08/2016
SIMPLIFIT	Mexico	1646990	06/15/2016
SIMPLIFIT	Mexico	1646991	06/15/2016
SIMPLIFIT	Mexico	1828692	12/05/2017
SIMPLIFIT	Mexico	1667766	08/24/2016
SIMPLIFIT	Mexico	1646992	06/15/2016
SIMPLIFIT	Mexico	1752545	05/11/2017

40954847

RECORDED: 11/03/2021