

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM688085

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Faley Enterprises, Inc. d/b/a I.W.I. Motor Parts		11/12/2021	Corporation: IOWA
RECEIVING PARTY DATA			
Name:	Parts Authority, LLC		
Street Address:	3 Dakota Drive, Suite 110		
City:	Lake Success		
State/Country:	NEW YORK		
Postal Code:	11042		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4141833	I · W · I MOTOR PARTS	
CORRESPONDENCE DATA			
Fax Number:	2032263801		
<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:	2032918224		
Email:	im@bertralaw.com		
Correspondent Name:	Jamie Kim		
Address Line 1:	8 Wright Street		
Address Line 2:	Berkowitz, Trager & Trager, LLC		
Address Line 4:	Westport, CONNECTICUT 06880		
NAME OF SUBMITTER:	Jamie Kim		
SIGNATURE:	/s/ Jamie Kim		
DATE SIGNED:	11/15/2021		
Total Attachments: 6			
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**FALEY ENTERPRISES, INC.
TO
PARTS AUTHORITY, LLC**

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), effective as of November 12, 2021 (the "Effective Date"), is made by FALEY ENTERPRISES, INC. (d/b/a I.W.I. Motor Parts), an Iowa corporation ("Seller"), to PARTS AUTHORITY, LLC, a Delaware limited liability company ("Purchaser").

WHEREAS, Seller is the owner of, and desires to assign to Purchaser, all right, title and interest in and to: (i) any and all trademarks, service marks and intellectual property rights, including rights of priority, and all U.S. registrations for the marks/names identified on Exhibit A attached hereto (the "Marks"); (ii) the internet domain names identified on Exhibit B attached hereto (the "Domain Names," and collectively with the Marks, the "Intellectual Property"); and (iii) any and all goodwill of the businesses associated with the Intellectual Property;

WHEREAS, Purchaser desires to acquire from Seller the Intellectual Property and any and all goodwill of the business associated therewith, subject to the terms and conditions of this Assignment;

WHEREAS, Seller and Purchaser desire to confirm of record the assignment of the Intellectual Property and goodwill to Purchaser; and

WHEREAS, this Assignment is being entered into in connection with and as a condition to the closing of the transactions contemplated by that certain Asset Purchase Agreement dated as of the date hereof by and among Purchaser, Seller, Principal and Equity Holders named therein (the "Asset Purchase Agreement") (capitalized terms not defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement).

NOW, THEREFORE, in consideration of the Purchase Price paid to Seller pursuant to the Asset Purchase Agreement and the foregoing recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Seller hereby assigns to Purchaser all right, title and interest in and to the Marks, together with: (a) the goodwill symbolized by the Marks; (b) all causes of action, claims and demands and other rights for, or arising from, any infringement or misappropriation, including past infringements and misappropriations, of the Marks; and (c) any royalties or other consideration owed to Seller in connection with use of the Marks from and after the Effective Date.

2. Seller hereby further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all trademark and service mark registrations, amended registrations and renewals that have been or may be granted upon any application or petition for same, to Purchaser, and Purchaser's successors and/or assigns.

3. Seller hereby grants to the designated attorneys of Purchaser the authority and power to insert on this instrument any further identification that may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the trademark office of any other country throughout the world.

4. Seller agrees, without further consideration, to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Purchaser may from time-to-time reasonably request to carry out the intent of this Assignment and to permit Purchaser to be duly recorded as the registered owner of the Marks, the goodwill and all other rights hereby conveyed.

5. Seller hereby transfers and conveys to Purchaser all rights, title and interest in and to the Domain Names.

6. Purchaser hereby accepts the assignment of the Intellectual Property and the associated goodwill.

7. No Person other than Seller and Purchaser, and their respective successors and assigns, shall have any rights under this Assignment.

8. This Assignment may be executed in one or more counterparts (including by facsimile), each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

9. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflict of laws principles.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, this Intellectual Property Assignment has been executed and delivered as of the day and year first above written.

PARTS AUTHORITY, LLC

By: David Serrano

David Serrano
Chief Financial Officer

FALEY ENTERPRISES, INC.

By: _____

Teddy Jo Faley
President

[Signature Page to Intellectual Property Assignment]

TRADEMARK
REEL: 007494 FRAME: 0588

IN WITNESS WHEREOF, this Intellectual Property Assignment has been executed and delivered as of the day and year first above written.

PARTS AUTHORITY, LLC

By: _____
David Serrano
Chief Financial Officer

FALEY ENTERPRISES, INC.

By: TJ Faley
Teddy Jo Faley
President

[Signature Page to Intellectual Property Assignment]

THE MARKS

Registered and Pending Trademarks:

Mark	Application / Serial Number	Application Date	Registration Number	Registration Date	Jurisdiction
I W I MOTOR PARTS	85404871	8/23/2011	4,141,833	5/15/2012	U.S.

Unregistered Trademarks:

None.

Registered Doing Business As Names:

Trade Name	Jurisdiction	Registration No.
I.W.I. Motor Parts	Iowa	13849

Unregistered Doing Business As Names:

None.

DOMAIN NAMES

<u>URL</u>	<u>Registrar</u>	<u>Expiration Date</u>
www.iwimotorparts.com	NetworkSolutions	1/14/2025