

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM688365

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|---|--|------------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| WADE HILBURN | | 06/03/2020 | INDIVIDUAL: |
| RECEIVING PARTY DATA | | | |
| Name: | ORIGINAL ONE AUTO PARTS LLC | | |
| Street Address: | 4201 SPRING VALLEY RD. | | |
| Internal Address: | SUITE 1400 | | |
| City: | DALLAS | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75244 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87127425 | O1P ORIGINAL ONE PARTS | |
| Serial Number: | 87127440 | ORIGINAL ONE PARTS | |
| 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: | 2143603030 | | |
| Email: | trademarks@carrip.com | | |
| Correspondent Name: | Gregory W. Carr | | |
| Address Line 1: | 6170 Research Rd. | | |
| Address Line 2: | Suite 111 | | |
| Address Line 4: | Frisco, TEXAS 75033 | | |
| NAME OF SUBMITTER: | Gregory W. Carr | | |
| SIGNATURE: | /Gregory W. Carr/ | | |
| DATE SIGNED: | 11/16/2021 | | |
| Total Attachments: 4 | | | |
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OP \$65.00 87127425

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), effective June 3, 2020 (the "Effective Date"), is made by Wade Hilburn ("Assignor"), in favor of Original One Auto Parts LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is listed in the records of the U.S. Patent and Trademark Office as the owner of the trademark applications set forth on Exhibit A (the "Trademarks"), which Trademarks are used exclusively in the business of Original One Auto Parts, LLC, a Virginia limited liability company ("Seller");

WHEREAS, Assignor has, at all times, controlled the business and activities of Seller, including, without limitation, the use by Seller of the Trademarks, including, without limitation, any stylizations thereof, and any designs associated therewith, together with the goodwill associated with the foregoing;

WHEREAS, pursuant to the Asset Purchase Agreement dated as of the Effective Date by and between Seller and Assignee, Seller has sold, transferred and assigned, and Assignee has purchased from Seller, the business in which the Trademarks are exclusively used and to which the Trademarks exclusively pertain, which business is ongoing and existing; and

WHEREAS, it is the purpose of this document to memorialize the assignment of the Trademarks from Assignor to Assignee as part of the sale, transfer, and assignment of the aforesaid business in which the Trademarks are exclusively used from Seller to Assignee, in a form suitable for recording in the U.S. Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing premises, payment to Assignor of Ten Dollars (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment. Effective as of the Effective Date, Assignor hereby sells, conveys, assigns, and transfers to Assignee, and Assignee hereby accepts as successor to the business of Assignor in connection with the Trademarks are exclusively used, any and all right, title and interest in, to and under the Trademarks that Assignor has and/or may have in the United States and throughout the world (together with the goodwill of the business associated therewith), the same to be held and enjoyed by Assignee as fully and completely as by Assignor had this Assignment not been made, including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark and domain name registrations within or outside of the United States based in whole or in part upon the Trademarks, all corresponding rights that are or may be secured under the laws of the United States or any foreign country (now or hereafter arising or in effect), the right to collect royalties, products and proceeds in connection therewith, all rights and remedies (including, without limitation, the right to sue for and recover damages, profits and any other remedy) for past, present or future infringement, misappropriation or other violation of any of the foregoing (regardless of whether arising prior to, as of, or after the date hereof or known or unknown) and all other claims relating

thereto, together with any priority right that may arise from any of the foregoing and all associated rights in, to or under any of the foregoing (now or hereafter arising or in effect).

2. Recordation. Assignor hereby authorizes and requests the relevant officials of the United States Patent and Trademark Office (USPTO) and other relevant agencies and organizations to take all necessary actions to record Assignee as the owner of any Trademarks. Assignor hereby acknowledges and agrees that Assignee, itself or through any designee shall have the right to record any short-form intellectual property assignment agreement(s) and other required documents, with the USPTO and other relevant agencies and organizations to record and perfect the assignment, and Assignee's ownership of, the Trademarks at Assignee's cost and expense.

3. Further Assurances. Assignor shall provide to Assignee, its successors, assigns and other legal representatives, cooperation and assistance, as may be reasonably requested by Assignee from time to time and at Assignee's cost and expense, including, without limitation, in the (i) execution and delivery of any instruments and documents to effect, confirm, perfect and record any assignments contemplated hereunder, (ii) preparation, filing and prosecution of any application for registration of any Trademarks and the protection and enforcement thereof, (iii) prosecution or defense of any interference, opposition, cancellation, infringement or other proceedings that may arise with respect to any Trademarks, including, without limitation, testifying as to any facts relating to any Trademarks and this Assignment, and (iv) delivery of any affidavits, declarations, oaths, samples, exhibits, specimens and other documentation and information with respect to any of the foregoing and to otherwise carry out the purposes of this Assignment.

4. Successors. This Assignment shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns.

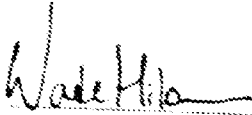
5. Counterparts. This Assignment may be executed in one or more counterparts (including, without limitation, by means of portable document format (pdf) signature pages), each of which will be deemed an original but all of which taken together will constitute one and the same instrument.

6. Governing Law. All questions concerning the construction, validity and interpretation of this Assignment (and all Exhibits hereto) will be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision that would cause the application of the laws of any jurisdiction other than the State of Delaware.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, Assignor, intending to be legally bound, has duly executed
this Assignment as of the Effective Date.

Assignor:

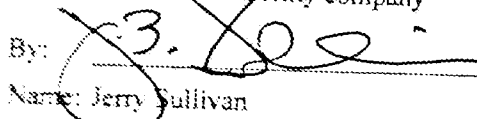


Wade Hilburn

Acknowledged by Assignee:

Original One Auto Parts LLC,
a Delaware limited liability company

By:



Name: Jerry Sullivan

Title: Executive Chairman

[Signature Page to Trademark Assignment]

Exhibit A
Trademarks

| Trademark | Jurisdiction | App. No./ App. Date | Reg. No./ Reg. Date | Status |
|--------------------------------------|--------------|------------------------|------------------------|---------------|
| OIP ORIGINAL ONE PARTS (& Design) | US | 87127425 4-AUG-2016 | -- | Pending (ITU) |
| ORIGINAL ONE PARTS | US | 87127440 4-AUG-2016 | -- | Pending (ITU) |