Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM692245

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

TRADEMARK ASSIGNMENT COVER SHEET

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
AUTOANYTHING, INC.		11/02/2021	Corporation: DELAWARE	

RECEIVING PARTY DATA

Name:	AUTOANYTHING (ABC), LLC
Street Address:	231 Market Place, Suite 373
City:	San Ramon
State/Country:	CALIFORNIA
Postal Code:	94583
Entity Type:	Limited Liability Company: CALIFORNIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark						
Serial Number:	86944116	AUTO ANYTHING						
Serial Number:	86944102	AUTO ANYTHING						
Serial Number:	77239991	AUTOANYTHING						
Serial Number:	86425869	PROZ						
Serial Number:	86545743	PROZ						
Serial Number:	86459678	TRU XP						
Serial Number:	86540525	TRU XP						
Serial Number:	86890824	TRUAP						
Serial Number:	87118156	TRUAP						
Serial Number:	86865552	TRUXP						

CORRESPONDENCE DATA

Fax Number: 7132252340

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: 7132226157

Email: HouUSPTO@seyfarth.com

Correspondent Name: Sharad K. Bijanki
Address Line 1: Seyfarth Shaw LLP
Address Line 2: 700 Milam, Suite 1400

TRADEMARK

900660290 REEL: 007516 FRAME: 0607

CH \$265.00 86944116

Address Line 4: Hous	ton, TEXAS 77002
ATTORNEY DOCKET NUMBER:	114124-000003
NAME OF SUBMITTER:	Sharad K. Bijanki
SIGNATURE:	/Sharad K. Bijanki/
DATE SIGNED:	12/03/2021

Total Attachments: 5

source=#1 - 03. Trademark Assignment Agreement - AutoAnything, Inc - AutoAnything (ABC), LLC (signed 11-2-21)#page1.tif

source=#1 - 03. Trademark Assignment Agreement - AutoAnything, Inc - AutoAnything (ABC), LLC (signed 11-2-21)#page2.tif

source=#1 - 03. Trademark Assignment Agreement - AutoAnything, Inc - AutoAnything (ABC), LLC (signed 11-2-21)#page3.tif

source=#1 - 03. Trademark Assignment Agreement - AutoAnything, Inc - AutoAnything (ABC), LLC (signed 11-2-21)#page4.tif

source=#1 - 03. Trademark Assignment Agreement - AutoAnything, Inc - AutoAnything (ABC), LLC (signed 11-2-21)#page5.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "<u>Trademark Assignment</u>") is made effective as of November 2, 2021, by and between AUTOANYTHING, INC., a Delaware corporation ("<u>Assignor</u>"), and AUTOANYTHING (ABC), LLC, a California limited liability company, as Assignee for the Benefit of Creditors of the Assignor ("<u>Assignee</u>"), pursuant to that certain General Assignment Agreement dated as of November 2, 2021, (the "<u>Assignment Agreement</u>"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Assignment Agreement.

WHEREAS, Assignor has agreed to sell to Assignee, and Assignee has agreed to acquire from Assignor, all of Assignor's rights, title and interest in and to the trademarks and/or service marks identified in <u>Schedule A</u> attached hereto (the "<u>Marks</u>"); and

WHEREAS, the parties accordingly wish to execute this recordable instrument, assigning all of Assignor's right, title, and interest in and to the Marks to Assignee;

NOW, THEREFORE, for valuable consideration set forth in the Assignment Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

- 1. Assignor hereby assigns, transfers, and conveys to Assignee all of its right, title, and interest in and to the Marks, including without limitation any and all registrations, applications, and/or common law rights for the Marks throughout the world, together with all of the goodwill of Assignor's business symbolized by or associated with the Marks, and any and all income, royalties, damages, and payments now or hereafter due and/or payable with respect thereto including, without limitation, damages and payments for past, present, or future infringements.
- 2. Assignor hereby authorizes Assignee to request the applicable governmental offices to record Assignee as the assignee and owner of the Marks and hereby consents to such recordation.
- 3. Assignor will, without further consideration, comply with any reasonable request by Assignee, at Assignee's expense, to undertake any acts or execute and deliver promptly any additional documents and other instruments as may be reasonably necessary or desirable in order to render effective the consummation of the transactions contemplated by this Assignment and the recordation of Assignee as the assignee and owner of the Marks.
- 4. This Trademark Assignment is subject to the terms and conditions of the Assignment Agreement and shall not be deemed to limit, enlarge, or extinguish any obligation of Assignor or Assignee under the Assignment Agreement, all of which obligations shall survive the delivery of this Trademark Assignment in accordance with the terms of the Assignment Agreement, and that to the extent there is any conflict between this Trademark Assignment and the terms and conditions of the Assignment Agreement, the Assignment Agreement shall control.

5. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Trademark Assignment by facsimile, email, or other electronic transfer shall be effective as delivery of a manually executed counterpart to this Trademark Assignment.

[Signature Page Follows]

ASSIGNOR:

AUTOANYTHING, INC., a Delaware corporation

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<u> ^Andrew Sanocki</u>

Title: CEO

ASSIGNEE:

AUTOANYTHING (ABC), LLC a California limited liability company, as Assignee for the Benefit of Creditors of AutoAnything, Inc.

By:_

Name: David Miller

Its:

Manager

Schedule A
To Trademark Assignment Marks

PROZ	AUTOANYTHING	AUTO ANYTHING	AUTO ANYTHING	AUTOANYTHING	AUTOANYTHING	AUTOANYTHING & design (stacked)	AUTOANYTHING & design (horizontal)	AUTOANYTHING	AUTOANYTHING & design (horizontal)	AUTOANYTHING	Trademark/Service Mark
United States	United States	United States	United States	New Zealand	EUTM	Canada	Canada	Canada	Australia	Australia	Jurisdiction
86425869	77239991	86944102	86944116	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Serial No.
10/16/2014	7/26/2007	3/17/2016	3/17/2016	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Filing Date
5525098	3452544	5130438	5075215	988626	12227419	979497	979487	756944	1771883	1586008	Reg. No.
7/24/2018	6/24/2008	1/24/2017	11/1/2016	5/28/2014	3/11/2014	8/28/2017	8/28/2017	1/13/2010	1/10/2017	10/16/2013	Reg. Date
Registered	Registered	Registered	Registered	Registered	Status						
AutoAnything, Inc.	AutoAnything, Inc.	AutoAnything, Inc.	AutoAnything, Inc.	AutoAnything, Inc.	Owner						

TRUXP	TRUAP (design)	TRUAP	TRU XP (design)	TRUXP	PROZ & design
United States	United States 87118156	United States	United States 86540525 2/20/2015	United States	United States 86545743 2/25/2015
86865552	87118156	86890824	86540525	86459678	86545743
1/5/2016	7/27/2016	1/29/2016	2/20/2015	11/20/2014	2/25/2015
5022070	5728269	5710079	5612138	5525121	5661700
8/16/2016	4/16/2019	3/26/2019	11/20/2018	7/24/2018	1/22/2019
Registered	Registered	Registered	Registered	Registered	Registered
AutoAnything, Inc.	Registered AutoAnything, Inc.	AutoAnything, Inc.	11/20/2018 Registered AutoAnything, Inc.	AutoAnything, Inc.	& design United States 86545743 2/25/2015 5661700 1/22/2019 Registered AutoAnything, Inc.

TRADEMARK REEL: 007516 FRAME: 0613

RECORDED: 12/03/2021