

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM692248

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AUTOANYTHING (ABC), LLC		11/02/2021	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	AA-M4 Acquisition Company, LLC
Street Address:	20220 Hempstead Rd., Suite 34
Internal Address:	Attn: Mark Bickenbach, CEO
City:	Houston
State/Country:	TEXAS
Postal Code:	77065
Entity Type:	Limited Liability Company: DELAWARE

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

TRADEMARK

Address Line 1: Seyfarth Shaw LLP
Address Line 2: 700 Milam, Suite 1400
Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER:	114124-000003
NAME OF SUBMITTER:	Sharad K. Bijanki
SIGNATURE:	/Sharad K. Bijanki/
DATE SIGNED:	12/03/2021

Total Attachments: 4

source=#2 - 09. Trademark Assignment - AutoAnything (ABC), LLC - AA-M4 Acquisition Company, LLC (signed 11-2-21)#page1.tif

source=#2 - 09. Trademark Assignment - AutoAnything (ABC), LLC - AA-M4 Acquisition Company, LLC (signed 11-2-21)#page2.tif

source=#2 - 09. Trademark Assignment - AutoAnything (ABC), LLC - AA-M4 Acquisition Company, LLC (signed 11-2-21)#page3.tif

source=#2 - 09. Trademark Assignment - AutoAnything (ABC), LLC - AA-M4 Acquisition Company, LLC (signed 11-2-21)#page4.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the “**Trademark Assignment**”) is made as of November 2, 2021, by and between AutoAnything (ABC), LLC, a California limited liability company (“**Seller**”), as Assignee for the Benefit of Creditors of AutoAnything, Inc., a Delaware corporation, and AA-M4 Acquisition Company, LLC, a Delaware limited liability company (“**Buyer**”). Seller and Buyer are parties to a certain Asset Purchase Agreement dated as of November 2, 2021 (the “**Asset Purchase Agreement**”). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, Seller has agreed to sell to Buyer, and Buyer has agreed to acquire from Seller, all of Seller’s rights, title, and interest in and to the trademarks and/or service marks identified in Schedule A attached hereto (the “**Marks**”); and

WHEREAS, the parties accordingly wish to execute this recordable instrument, assigning all of Seller’s right, title, and interest in and to the Marks to Buyer;

NOW, THEREFORE, for valuable consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Seller hereby assigns, transfers, and conveys to Buyer 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 Seller’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. Seller hereby further authorizes Buyer to request the applicable governmental offices to record Buyer as the assignee and owner of the Marks and hereby consents to such recordal.
3. This Trademark Assignment is subject to the terms and conditions of the Asset Purchase Agreement and shall not be deemed to limit, enlarge, or extinguish any obligation of Seller or Buyer under the Asset Purchase Agreement, all of which obligations shall survive the delivery of this Trademark Assignment in accordance with the terms of the Asset Purchase Agreement, and that to the extent there is any conflict between this Trademark Assignment and the terms and conditions of the Asset Purchase Agreement, the Asset Purchase Agreement shall control.
4. 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 recordal of Assignee as the assignee and owner of the Intellectual Property Assets.
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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller and Buyer have caused this Trademark Assignment Agreement to be executed on the date first written above.

SELLER:

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

By: 
David Miller, Manager



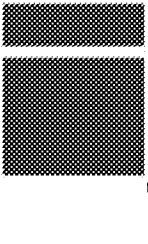
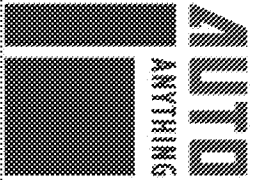
BUYER:

AA-M4 Acquisition Company, LLC, a Delaware limited liability company

By: 
Mark Bickenbach, CEO




SCHEDULE A

MARKS

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

SCHEDULE A TO

TRADEMARK ASSIGNMENT - AUTOANYTHING (ABC), LLC / AA-M4 ACQUISITION COMPANY, LLC

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