

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM692577

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cost Less Auto Parts, Inc.		12/03/2021	Corporation: WASHINGTON
API-CLW, Inc.		12/03/2021	Corporation: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Parts Authority, LLC		
<b>Street Address:</b>	3 Dakota Drive		
<b>Internal Address:</b>	Suite 110		
<b>City:</b>	Lake Success		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11042		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3898445	COST LESS AUTO PARTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	2032918224		
<b>Email:</b>	im@bertralaw.com		
<b>Correspondent Name:</b>	Elizabeth A. Brower, Esq.		
<b>Address Line 1:</b>	Berkowitz, Trager & Trager, LLC		
<b>Address Line 2:</b>	8 Wright Street, 2nd Floor		
<b>Address Line 4:</b>	Westport, CONNECTICUT 06880		
<b>NAME OF SUBMITTER:</b>	Elizabeth A. Brower		
<b>SIGNATURE:</b>	/s/ Elizabeth A. Brower		
<b>DATE SIGNED:</b>	12/06/2021		
<b>Total Attachments: 6</b>			
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**COST LESS AUTO PARTS, INC. AND API-CLW, INC.  
TO  
PARTS AUTHORITY, LLC**

**INTELLECTUAL PROPERTY ASSIGNMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), effective as of December 3, 2021 (the "Effective Date"), is made by COST LESS AUTO PARTS, INC., a Washington corporation ("CLAP"), and API-CLW, INC., an Oregon corporation (together with CLAP, "Sellers"), to PARTS AUTHORITY, LLC, a Delaware limited liability company ("Purchaser").

WHEREAS, Sellers are the owners of, and desire to assign to Purchaser, all of their respective 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 Sellers the Intellectual Property and any and all goodwill of the business associated therewith, subject to the terms and conditions of this Assignment;

WHEREAS, Sellers 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, Sellers, the Shareholders named therein, and the Trust Principals 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 Sellers 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, Sellers and Purchaser hereby agree as follows:

1. Sellers hereby assign to Purchaser all of their respective 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 Sellers in connection with use of the Marks from and after the Effective Date.

2. Sellers hereby further authorize 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. Sellers hereby grant 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. Sellers 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. Sellers hereby transfer and conveys to Purchaser all of their respective right, 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 Sellers 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:   
Randy A. Buller  
President

COST LESS AUTO PARTS, INC.

By: \_\_\_\_\_  
Patrick E. Hortsch  
President

API-CLW, INC.

By: \_\_\_\_\_  
Alexander P. Hortsch  
President

*[Signature Page to Intellectual Property Assignment]*

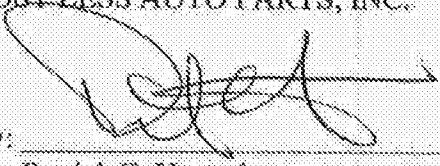
**TRADEMARK**  
**REEL: 007517 FRAME: 0973**

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PARTS AUTHORITY, LLC

By: \_\_\_\_\_  
Randy A. Buller  
President

COSTLESS AUTO PARTS, INC.

  
By: \_\_\_\_\_  
Patrick E. Hortsch  
President

API-CLW, INC.

  
By: \_\_\_\_\_  
Alexander P. Hortsch  
President

*[Signature Page to Intellectual Property Assignment]*