

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM703397

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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 |
| Transform SR Brands LLC | | 12/23/2019 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Advance Stores Company, Incorporated | | |
| Street Address: | 5008 Airport Road | | |
| City: | Roanoke | | |
| State/Country: | VIRGINIA | | |
| Postal Code: | 24012 | | |
| Entity Type: | Corporation: VIRGINIA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87982799 | DIEHARD | |
| 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: | 5407773459 | | |
| Email: | trademarks@cowanperry.com | | |
| Correspondent Name: | Tara A. Branscom | | |
| Address Line 1: | 1328 3rd Street SW | | |
| Address Line 4: | Roanoke, VIRGINIA 24016 | | |
| NAME OF SUBMITTER: | Tara A. Branscom | | |
| SIGNATURE: | /Tara A. Branscom/ | | |
| DATE SIGNED: | 01/20/2022 | | |
| Total Attachments: 22 | | | |
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Assignment”), dated as of December 23, 2019 (the “Closing Date”), is by and between Transform SR Brands LLC, a Delaware limited liability company (“Assignor”) and Advance Stores Company, Incorporated, a Virginia corporation (“Assignee”). Assignor and Assignee are collectively referred to herein as the “Parties” and individually referred to herein as a “Party.”

RECITALS

WHEREAS, Assignor, Assignee and Transform Holdco LLC, solely with respect to Article IV and Section 12.11, previously entered into that certain Asset Purchase and Sale Agreement, dated as of December 7, 2019 (as amended, modified or supplemented from time to time in accordance with its terms, the “Purchase Agreement”);

WHEREAS, in accordance with the Purchase Agreement, Assignor wishes to transfer and assign to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, all right, title and interest in and to the DIEHARD Marks (as defined in the Purchase Agreement), including those identified on Schedule I attached hereto (collectively, the DIEHARD Marks and those identified on Schedule I, the “Assigned Trademarks”), including the goodwill appurtenant thereto; and

WHEREAS, in order to record and memorialize the assignment of the Assigned Trademarks, the parties hereto have agreed to enter into this Assignment.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged:

ARTICLE I

ASSIGNMENT

Section 1.1 Assignor hereby irrevocably sells, assigns, transfers, conveys and sets over to Assignee, and Assignee hereby accepts and receives, free and clear of all Liens, all of the entire worldwide rights, title and interest in and to the Assigned Trademarks, including any and all goodwill appurtenant thereto, including any renewals or extensions thereof that are or may be secured under the laws of the United States or foreign countries now or hereafter in effect and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, including the right to recover and have damages and profits for past, present, and future infringement, unauthorized use, or dilution, if any. The Assigned Trademarks shall be held and enjoyed by Assignee, its successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

Section 1.2 As soon as reasonably practicable (and in any event within fifteen (15) Business Days in the case of the assignment in the USPTO) following the Closing Date,

Assignor shall cause the deed of assignment attached hereto and such other deeds of assignment requested by Assignee (collectively, the "Assignment Deeds") to be executed and delivered to Assignee or its designee. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment and/or the applicable Assignment Deed upon request by Assignee, its successors, assigns or other legal representatives.

Section 1.3 Promptly following the Closing Date, Assignor will cooperate with Assignee and follow Assignee's reasonable instructions, at Assignee's sole cost and expense, in order to promptly effectuate or confirm the transfer of rights to Assignee contemplated hereunder, and any necessary or appropriate records or indicia of ownership and use. Without limiting the foregoing, Assignor agrees at all times to provide Assignee with any additional information, to do any and all things, to execute any and all documents or instruction, and to follow any procedures, that may be required or reasonably requested by Assignee to effectuate the assignment hereunder. Assignee shall be solely responsible for, and shall bear all cost related to, filing or recordings of the Assignment Deeds and to effectuate the assignment hereunder.

Section 1.4 If, in any jurisdiction, a power of attorney is required or reasonably desirable to record or effectuate the assignment hereunder (or to otherwise effect or perfect the assignment of the Assigned Trademarks), then effective upon the Closing Date, Assignor hereby irrevocably appoints Assignee and its successors, agents and assigns as its true and lawful attorney, in its name, place and stead, with power of substitution, to take any action and to execute any instrument which Assignee may reasonably deem necessary or advisable (a) to demand and receive any and all Assigned Trademarks and to make endorsements and give receipts and releases for and in respect of the same, (b) to make any filings required to obtain, prosecute, maintain, renew, enforce, defend, perfect, record, record the assignment of, or transfer any Assigned Trademarks and (c) to receive and open all mail, packages and other communications addressed to Assignor and relating to the Assigned Trademarks. The foregoing power of attorney is a special power of attorney coupled with an interest and is irrevocable.

ARTICLE II

GENERAL PROVISIONS

Section 2.1 Governing Law. This Agreement shall be governed by and construed in accordance with U.S. federal law and the laws of the State of Delaware, as applicable, without reference to the choice-of-law principles that would result in the application of the laws of a different jurisdiction other than the State of Delaware or U.S. federal law, as the case may be.

Section 2.2 Entire Agreement. This Assignment, together with the Schedules and Exhibits hereto, and the Transaction Documents constitute the entire agreement between the Parties with respect to the subject matter of this Assignment and supersedes any prior discussion, correspondence, negotiation, proposed term sheet, agreement, understanding or arrangement.

Section 2.3 Amendments. This Assignment may not be modified or amended except by an instrument or instruments in writing signed by the Party against whom enforcement of any such modification or amendment is sought.


Section 2.4 Counterparts. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by electronic means shall be as effective as delivery of a manually executed counterpart of this Assignment.

Section 2.5 Headings; Definitions. The section and article headings contained in this Assignment are inserted for convenience of reference only and will not affect the meaning or interpretation of this Assignment. All capitalized terms set forth herein that are not otherwise defined shall have the meanings ascribed thereto in the Purchase Agreement.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, this Agreement has been signed by or on behalf of each of the Parties as of the day first above written.

TRANSFORM SR BRANDS LLC

By: 

Name: Robert A. Riecker

Title: Chief Financial Officer and Co-Chief
Executive Officer

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 007563 FRAME: 0131

IN WITNESS WHEREOF, this Agreement has been signed by or on behalf of each of the Parties as of the day first above written.

ADVANCE STORES COMPANY,
INCORPORATED

By: 

Name: Tammy M. Finley

Title: Executive Vice President, General Counsel
and Corporate Secretary

[Signature Page to Trademark Assignment Agreement]