

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM703398

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:	87982805	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: 21			
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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: 0254

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]

TRADEMARK
REEL: 007563 FRAME: 0255

SCHEDULE I
ASSIGNED TRADEMARKS

(i) DIEHARD Marks

	Mark	Application Number	Registration Number	Owner of Record	Country
1.	DIEHARD	2025	2025	SEARS BRANDS, L.L.C.	Antigua
2.	DIEHARD	663683	663683	SEARS BRANDS, L.L.C.	Australia
3.	DIEHARD	734577	734577	SEARS BRANDS, L.L.C.	Australia
4.	DIEHARD	1324203	1324203	SEARS BRANDS, L.L.C.	Australia
5.	DIEHARD	AM 3148/86	115126	SEARS BRANDS, L.L.C.	Austria
6.	DIEHARD	9934	9934	SEARS BRANDS, L.L.C.	Bermuda
7.	DIEHARD	C-79060	77554-A	SEARS BRANDS, L.L.C.	Bolivia
8.	DIEHARD	819434701	819434701	TRANSFORM SR BRANDS LLC	Brazil
9.	DIEHARD	830410740	830410740	TRANSFORM SR BRANDS LLC	Brazil
10.	DIEHARD	334797	TMA179516	SEARS BRANDS, L.L.C.	Canada
11.	DIEHARD GOLD	670641	TMA396704	SEARS BRANDS, L.L.C.	Canada
12.	DIEHARD	426536	848551	SEARS BRANDS, L.L.C.	Chile
13.	DIEHARD	1150179	1150179	SEARS BRANDS, L.L.C.	China P.R.
14.	DIEHARD & DIEHARD IN CHINESE CHARACTERS	1714027	1714027	SEARS BRANDS, L.L.C.	China P.R.
15.	DIEHARD	1917550	1917550	SEARS BRANDS, L.L.C.	China P.R.
16.	DIEHARD & DIEHARD IN CHINESE CHARACTERS	3382156	3382156	SEARS BRANDS, L.L.C.	China P.R.
17.	DIEHARD	1996-006859	188471	SEARS BRANDS, L.L.C.	Colombia
18.	DIEHARD	89946	89946	SEARS BRANDS, L.L.C.	Community Trademark
19.	DIEHARD	9308933	9308933	SEARS BRANDS, L.L.C.	Community Trademark
20.	DIEHARD	105632	101383	SEARS BRANDS, L.L.C.	Costa Rica
21.	DIEHARD	Z980552A	Z980552	SEARS BRANDS, L.L.C.	Croatia
22.	DIEHARD	112614	204946	SEARS BRANDS, L.L.C.	Czech Republic
23.	DIEHARD	6124/1986	2264/1988	TRANSFORM SR BRANDS LLC	Denmark
24.	DIEHARD	99127165	81515	TRANSFORM SR BRANDS LLC	Dominican Republic
25.	DIEHARD	851	3816	SEARS BRANDS, L.L.C.	Ecuador
26.	DIEHARD	E-1030/96	104Book191	SEARS BRANDS, L.L.C.	El Salvador
27.	DIEHARD	9801074	30003	TRANSFORM SR BRANDS LLC	Estonia
28.	DIEHARD	T198603477	101349	SEARS BRANDS, L.L.C.	Finland
29.	DIEHARD	S43751	1114454	SEARS BRANDS, L.L.C.	Germany

(Schedule I)

30.	DIEHARD	1279455	1279455	SEARS BRANDS, L.L.C.	Great Britain
31.	DIEHARD	2527954	2527954	SEARS BRANDS, L.L.C.	Great Britain
32.	DIEHARD	M-9135-5	96401	SEARS BRANDS, L.L.C.	Guatemala
33.	DIEHARD	M-9182-5	97303	SEARS BRANDS, L.L.C.	Guatemala
34.	DIEHARD	17071A	17071A	SEARS, ROEBUCK & CO.	Guyana
35.	DIEHARD	527K	254/169	SEARS BRANDS, L.L.C.	Haiti
36.	DIEHARD	1718/96	70273	SEARS BRANDS, L.L.C.	Honduras
37.	DIEHARD	27931/2000	200109457	SEARS BRANDS, L.L.C.	Hong Kong
38.	DIEHARD	M96 02008	145821	SEARS BRANDS, L.L.C.	Hungary
39.	DIEHARD	3484478	3484478	SEARS BRANDS, L.L.C.	India
40.	DIEHARD	3484480	3484480	SEARS BRANDS, L.L.C.	India
41.	DIEHARD	3484479		SEARS BRANDS, L.L.C.	India
42.	DIEHARD	3484477		SEARS BRANDS, L.L.C.	India
43.	DIEHARD	D002014047556	IDM000551103	SEARS BRANDS, L.L.C.	Indonesia
44.	DIEHARD	D002014047559	IDM000551104	SEARS BRANDS, L.L.C.	Indonesia
45.	DIEHARD	1150179	1150179	SEARS BRANDS, L.L.C.	International
46.	DIEHARD	78887	78887	TRANSFORM SR BRANDS LLC	Israel
47.	DIEHARD	9/1824	B30500	SEARS BRANDS, L.L.C.	Jamaica
48.	DIEHARD	1150179	1150179	SEARS BRANDS, L.L.C.	Japan
49.	DIEHARD	216518/1988	1374730	SEARS BRANDS, L.L.C.	Japan
50.	DIEHARD	35425	32200	SEARS BRANDS, L.L.C.	Kuwait
51.	DIEHARD	M-98-656	M43889	TRANSFORM SR BRANDS LLC	Latvia
52.	DIEHARD	20493	00125/2008	SEARS BRANDS, L.L.C.	Liberia
53.	DIEHARD	ZP-16197	25931	SEARS BRANDS, L.L.C.	Lithuania
54.	DIEHARD	728	00728-M	SEARS BRANDS, L.L.C.	Macao
55.	DIEHARD	247195	511093	TRANSFORM SR BRANDS LLC	Mexico
56.	DIEHARD	1038482	1168276	TRANSFORM SR BRANDS LLC	Mexico
57.	DIEHARD	246109	246109	TRANSFORM SR BRANDS LLC	New Zealand
58.	DIEHARD	813754	813754	TRANSFORM SR BRANDS LLC	New Zealand
59.	DIEHARD	1996-04266	36620CC	SEARS BRANDS, L.L.C.	Nicaragua
60.	DIEHARD	863619	131307	TRANSFORM SR BRANDS LLC	Norway
61.	DIEHARD	74283	74283	SEARS BRANDS, L.L.C.	Panama
62.	DIEHARD	74287	74287	SEARS BRANDS, L.L.C.	Panama
63.	DIEHARD	947616	337511	SEARS BRANDS, L.L.C.	Paraguay
64.	DIEHARD	156540	45735	SEARS BRANDS, L.L.C.	Peru
65.	DIEHARD	Z-185922	128602	SEARS BRANDS, L.L.C.	Poland
66.	DIEHARD	95702819	141794	SEARS BRANDS, L.L.C.	Russian Federation
67.	DIEHARD (English and Arabic/Latin Characters)	10119	220/46	SEARS BRANDS, L.L.C.	Saudi Arabia
68.	DIEHARD	33002109	N/A	SEARS ROEBUCK AND CO.	Saudi Arabia
69.	DIEHARD	T01/00050E	T01/00050E	SEARS BRANDS, L.L.C.	Singapore

70.	DIEHARD	O-POZ-1281-9	185092	SEARS BRANDS, L.L.C.	Slovak Republic
71.	DIEHARD	Z-9670996	9670996	SEARS BRANDS, L.L.C.	Slovenia
72.	DIEHARD	83/4595	83/4595	SEARS BRANDS, L.L.C.	South Africa
73.	DIEHARD	87-1716	153955	TRANSFORM SR BRANDS LLC	South Korea
74.	DIEHARD	99-16526	466232	TRANSFORM SR BRANDS LLC	South Korea
75.	DIEHARD	1163657	1163657	SEARS BRANDS, L.L.C.	Spain
76.	DIEHARD	86-6984	209490	SEARS BRANDS, L.L.C.	Sweden
77.	DIEHARD	5997	P-349920	TRANSFORM SR BRANDS, LLC	Switzerland
78.	DIEHARD (ENGLISH AND CHINESE CHARACTERS)	79017139	501213	SEARS BRANDS, L.L.C.	Taiwan
79.	DIEHARD	80004890	530755	SEARS BRANDS, L.L.C.	Taiwan
80.	DIEHARD	82033570	627610	SEARS BRANDS, L.L.C.	Taiwan
81.	DIEHARD	82033568	634030	SEARS BRANDS, L.L.C.	Taiwan
82.	DIEHARD	82033569	635941	SEARS BRANDS, L.L.C.	Taiwan
83.	DIEHARD	357174	KOR72504	SEARS BRANDS, L.L.C.	Thailand
84.	DIEHARD	28928	28928	SEARS, ROEBUCK & CO.	Trinidad & Tobago
85.	DIEHARD	98051887/T	22446	SEARS BRANDS, L.L.C.	Ukraine
86.	DIE HARD	72/286556	858218	KCD IP, LLC	United States
87.	DIEHARD	74/099621	1696168	KCD IP, LLC	United States
88.	DIEHARD	74/333603	1781544	KCD IP, LLC	United States
89.	DIEHARD	75/525906	2276072	KCD IP, LLC	United States
90.	DIEHARD (Stylized)	76/346448	2628203	KCD IP, LLC	United States
91.	DIEHARD (Stylized)	76/346449	2677217	KCD IP, LLC	United States
92.	DIEHARD GOLD	78/298757	2881737	KCD IP, LLC	United States
93.	DIEHARD	78/317729	2895818	KCD IP, LLC	United States
94.	DIEHARD EXPRESS	78/274510	2939673	KCD IP, LLC	United States
95.	DIEHARD DUTY	78/494833	3096741	KCD IP, LLC	United States
96.	DIEHARD	77/156285	3355910	KCD IP, LLC	United States
97.	DIEHARD PLATINUM	77/012884	3412083	KCD IP, LLC	United States
98.	DIEHARD PLATINUM	77/013360	3828624	KCD IP, LLC	United States
99.	DIEHARD	77/840248	3875643	KCD IP, LLC	United States
100.	LIFE DEMANDS DIEHARD	77/982539	4050077	KCD IP, LLC	United States
101.	LIFE DEMANDS DIEHARD	77/745828	4115308	KCD IP, LLC	United States

102.	DIEHARD	85/428966	4219293	KCD IP, LLC	United States
103.	DIEHARD	85/432784	4515044	KCD IP, LLC	United States
104.	DIEHARD	86/822781	5056166	KCD IP, LLC	United States
105.	DIEHARD	86/591015	5096263	KCD IP, LLC	United States
106.	DIEHARD 360° VEHICLE ASSESSMENT	87/180313	5656253	KCD IP, LLC	United States
107.	DIEHARD	486.542		SEARS BRANDS, L.L.C.	Uruguay
108.	DIEHARD	002864-84	123348-F	SEARS BRANDS, L.L.C.	Venezuela
109.	POWER AHEAD	87686154	5464681	SEARS BRANDS, L.L.C.	United States

(ii) Any common law trademark rights with respect to the following branding elements:

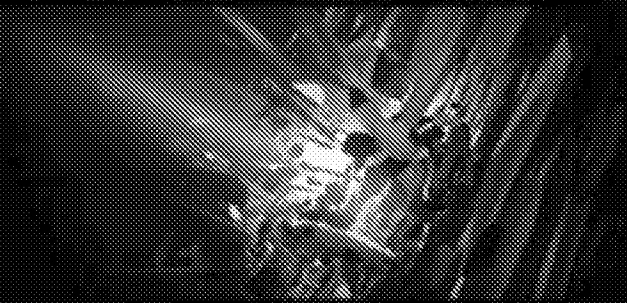
D-BADGE &
D-BADGE WITH TAB



TAGLINE

POWER AHEAD®

BREAKTHROUGH GRAPHIC



GRADIENT HUE



TOPOGRAPHIC PATTERN



POWER DOT



United States:

**SHORT FORM CONFIRMATORY
TRADEMARK ASSIGNMENT AGREEMENT FOR THE U.S.**

This SHORT FORM TRADEMARK ASSIGNMENT AGREEMENT FOR THE U.S. (this “**Trademark Assignment Agreement**”), effective as of _____, ___, 2019 (the “**Effective Date**”), is by and between Transform SR Brands LLC (“**Assignor**”), a corporation organized and existing under the laws of Delaware, located at 3333 Beverly Road, Hoffman Estates, Illinois 60179, USA, and Advance Stores Company, Incorporated (“**Assignee**”), a corporation organized and existing under the laws of Virginia, located at 5008 Airport Road, Roanoke, Virginia, 24012-0000 USA.

WITNESSETH:

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase and Sale Agreement, dated December 7, 2019 (the “**Agreement**”), pursuant to which Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee and Assignee has agreed to purchase from Assignor, all rights, titles and interests in, to and under the DIEHARD Marks (as defined in the Agreement), including the Trademark registrations and applications for the registrations listed in Exhibit A (such Trademarks, the “**Transferred Marks**”), including all goodwill of the businesses in which the foregoing are used and all goodwill connected with the use of and symbolized by the foregoing;

WHEREAS, Assignor is the owner of the Transferred Marks and all goodwill of the businesses in which the foregoing are used and all goodwill connected with the use of and symbolized by the foregoing;

WHEREAS, Assignee will be, as of the Effective Date, the successors in interest to the business of Assignor to which the Transferred Marks pertain, and such business is ongoing and existing; and

WHEREAS, pursuant to the Agreement, Assignor agrees to sell, convey, transfer, assign and deliver to Assignee, and Assignee wishes to acquire from Assignor, Assignor’s entire right, title and interest in, to and under the Transferred Marks and all goodwill of the businesses in which the foregoing are used and all goodwill connected with the use of and symbolized by the foregoing.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Trademark Assignment Agreement and in the Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Assignment.** Pursuant to and subject to the terms and conditions of the Agreement, Assignor, as of the Effective Date, hereby irrevocably sells, conveys, transfers and
Transform SR Brands LLC-Trademark Assignment – U.S.A.

assigns to Assignee, and its successors and assigns, and Assignee hereby accepts, Assignor's entire right, title and interest in, to and under the Transferred Marks, and any renewals thereof, all registrations that have been or may be granted thereon, all applications for registrations thereof, all common law rights thereto and all goodwill of the businesses in which the foregoing are used and all goodwill connected with the use of and symbolized by the foregoing, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment Agreement had not been made, together with (A) the rights to all causes of action (whether known or unknown or whether currently pending, filed or otherwise) and other enforcement rights under, or on account of, any of the Transferred Marks, including the right to sue and recover damages and obtain equitable relief for past, present and future infringement, misappropriation, dilution or other violation, (B) all rights to collect past and future income, royalties, damages and other payments now or hereafter due or payable under or on account of any of the Transferred Marks, (C) the right, if any, to claim priority based on the filing dates of the Transferred Marks under any Law, (D) the right to prosecute, register, maintain and defend the Transferred Marks before any public or private agency, office or registrar, (E) the right to fully and entirely stand in the place of Assignor in all matters related to the Transferred Marks and (F) all other rights corresponding to the Transferred Marks throughout the respective countries in which Assignor holds rights in the Transferred Marks. This foregoing assignment is intended to be an absolute assignment and not by way of security.

2. Cooperation. (A) Assignor shall, at its expense, timely take all reasonable actions and execute and deliver all documents that Assignee may reasonably request to effect the terms of this Trademark Assignment Agreement and to perfect Assignee's title in, to and under the Transferred Marks.

(B) If Assignee is unable for any reason to secure Assignor's signature to any document it is entitled to under Section 2(A) hereof, Assignor hereby irrevocably designates and appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to effect the terms of this Trademark Assignment Agreement with the same legal force and effect as if executed by Assignor. Assignor shall not enter into any agreement in conflict with this Trademark Assignment Agreement.

3. Recordation. Assignee shall be responsible for the preparation and filing of such additional documents that may be reasonably necessary to record or perfect Assignee's right, title and interest in, to and under the Transferred Marks (including with any applicable Governmental Authorities) and for any and all costs, expenses and fees associated with the recordation or perfection of the sale, conveyance, transfer and assignment to Assignee of the Transferred Marks at the United States Patent and Trademark Office, and each of the corresponding entities or agencies in any applicable foreign countries or multinational authorities. Assignor and Assignee shall each pay its own costs with respect to any notarization, legalization and other equivalent actions required on such party's behalf for the execution and recordation of this Trademark Assignment Agreement and any other document provided pursuant

Transform SR Brands LLC-Trademark Assignment – U.S.A.

to Section 2(A) hereof. Assignor hereby authorizes the Director of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Transferred Marks, and to deliver to Assignee and to Assignee's attorneys, agents, representatives, successors or assigns, all official documents and communications as may be warranted by this Trademark Assignment Agreement.

4. General Provisions. All capitalized terms used in this Trademark Assignment Agreement and not defined herein shall have the meanings set forth in the Agreement. Whenever the word "including" is used in this Trademark Assignment Agreement, it shall be deemed to be followed by the words "without limitation" and whenever the word "or" is used in this Trademark Assignment Agreement, it is used in the inclusive sense of "and/or." This Trademark Assignment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Trademark Assignment Agreement by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment Agreement. This Trademark Assignment Agreement, along with its Exhibit, and the Agreement, along with its Schedules and Exhibits, constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect to the subject matter hereof. This Trademark Assignment Agreement may not be amended, modified, supplemented, changed or waived in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Trademark Assignment Agreement shall not waive any of its rights under such terms or provisions. Each of the parties shall be entitled to injunctive or other equitable relief to prevent or cure breaches of this Trademark Assignment Agreement and, in addition to any other remedy to which they are entitled at Law or in equity, to enforce specifically the terms and provisions hereof, such remedy being in addition to any other remedy to which any party may be entitled at Law or in equity. This Trademark Assignment Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns. In the event of any conflict between the Agreement and this Trademark Assignment Agreement, the provisions of the Agreement shall control.

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EXHIBIT A
TRANSFERRED MARKS

Trademark	Owner	Reg./App. Number	Registration Date
DIE HARD	Transform SR Brands LLC	858218	10/08/1968
DIEHARD	Transform SR Brands LLC	1696168	06/23/1992
DIEHARD	Transform SR Brands LLC	1781544	07/13/1993
DIEHARD	Transform SR Brands LLC	2276072	09/07/1999
DIEHARD (Stylized)	Transform SR Brands LLC	2628203	10/01/2002
DIEHARD (Stylized)	Transform SR Brands LLC	2677217	01/21/2003
DIEHARD GOLD	Transform SR Brands LLC	2881737	09/07/2004
DIEHARD	Transform SR Brands LLC	2895818	10/19/2004
DIEHARD EXPRESS	Transform SR Brands LLC	2939673	04/12/2005
DIEHARD DUTY	Transform SR Brands LLC	3096741	05/23/2006
DIEHARD	Transform SR Brands LLC	3355910	12/18/2007
DIEHARD PLATINUM	Transform SR Brands LLC	3412083	04/15/2008
DIEHARD PLATINUM	Transform SR Brands LLC	3828624	08/03/2010

Trademark	Owner	Reg./App. Number	Registration Date
DIEHARD	Transform SR Brands LLC	3875643	11/16/2010
LIFE DEMAND DIEHARD	Transform SR Brands LLC	4050077	11/01/2011
LIFE DEMAND DIEHARD	Transform SR Brands LLC	4115308	03/20/2012
DIEHARD	Transform SR Brands LLC	4219293	10/02/2012
DIEHARD	Transform SR Brands LLC	4515044	04/15/2014
DIEHARD	Transform SR Brands LLC	5056166	10/04/2016
DIEHARD	Transform SR Brands LLC	5096263	12/06/2016
DIEHARD 360° VEHICLE ASSESSMENT	Transform SR Brands LLC	5656253	01/15/2009
DIEHARD	Transform SR Brands LLC	88/019301	N/A
DIEHARD	Transform SR Brands LLC	87/403276	N/A
DIEHARD	Transform SR Brands LLC	87/517900	N/A
DIEHARD	Transform SR Brands LLC	87/289266	N/A
DIEHARD D WITH BLUE LINE LOGO	Transform SR Brands LLC	88/011591	N/A
DIEHARD D WITH BLUE LINE LOGO	Transform SR Brands LLC	88/019318	N/A
DIEHARD GRANIT	Transform SR Brands LLC	87/060767	N/A

Trademark	Owner	Reg./App. Number	Registration Date
DIEHARD IRIDIUM	Transform SR Brands LLC	87/307545	N/A
POWER AHEAD	Transform SR Brands, LLC	5464681	05/08/2018

WHEREFORE, Assignor and Assignee have duly executed this Trademark Assignment Agreement on the date indicated below.

Date: _____, 2019

ASSIGNOR:
TRANSFORM SR BRANDS LLC

By _____
Name:
Title:

State of Illinois)
ss.:
County of Cook)

On the ____ day of _____ in the year ____ before me, the undersigned, a Notary Public in and for said State, personally appeared, _____ personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which this individual acted, executed the instrument.

Notary Public

My commission expires: _____

Dated: _____

Date: _____, 2019

**ASSIGNEE:
ADVANCE STORES COMPANY,
INCORPORATED**

By _____
Name:
Title:

State of _____)
ss.:
County of _____)

On the ____ day of _____ in the year ____ before me, the undersigned, a Notary Public in and for said State, personally appeared, _____ personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which this individual acted, executed the instrument.

Notary Public

My commission expires: _____

Dated: _____

To: KCD IP, LLC (trademarks@cowanperry.com)
Subject: U.S. Trademark Registration No. 87289266 - DIEHARD - N/A
Sent: 03/04/20 12:37:24 PM
Sent As: ecomitu@uspto.gov
Attachments:

United States Patent and Trademark Office (USPTO)

USPTO Official Notice

Office action (Official Letter) or Notice has issued
on 03/04/2020 for

U.S. Trademark Application Serial No. 87982805

Your trademark document has been reviewed by an Intent-to-use staff member. As part of that review, the assigned staff member has issued you an official letter or notice. If a response is required, you must respond by the specified deadline or your application will be abandoned. Please follow the steps below.

(1) Read the official letter or notice.

(2) **Direct questions** about the contents of the official letter or notice to the assigned staff member identified in the letter. Direct questions about navigating USPTO electronic forms, the USPTO website, the application process, the status of your application, and/or whether there are outstanding deadlines or documents related to your file to the Trademark Assistance Center (TAC).

(3) **Response may be required.** Carefully review the Office action to determine (1) if a response is required, (2) the applicable response time period, and (3) how to respond using the Trademark Electronic Application System (TEAS). The response must be received by the USPTO before midnight **Eastern Time** of the last day of the response period.

GENERAL GUIDANCE

Check the status of your application periodically in the Trademark Status & Document Retrieval (TSDR) database to avoid missing critical deadlines.

Update your correspondence email address, if needed, to ensure you receive important USPTO notices about your application.

Beware of misleading notices sent by private companies about your application. Private companies not associated with the USPTO often use public information provided in USPTO trademark applications to mail and email trademark-related offers and notices-most of which require fees. These companies often have names similar to the USPTO. All **official USPTO correspondence** will only be **emailed from the domain "@uspto.gov."** For a current list of companies the USPTO has received complaints about, information on how to identify these offers and notices, and what to do if you receive one, see the misleading notices webpage.