

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706090

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Meridian Rack and Pinion		02/02/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Meridian Rack & Pinion, LLC		
Street Address:	9980 Huennekens St, Suite 200		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	85822836	STIGAN	
Serial Number:	85792135	EASY TO BUY AUTO PARTS	
Serial Number:	85504087	CARPARTSWAREHOUSE.COM	
Serial Number:	85504110	TURBOCHARGERPROS.COM	
Serial Number:	85504158	DISCOUNTACPARTS.COM	
Serial Number:	85504173	MERIDIAN AUTO PARTS	
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>			
Email:	Teas@friedfrank.com		
Correspondent Name:	Justin Charles c/o Fried Frank et al		
Address Line 1:	One New York Plaza		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	3706-1		
NAME OF SUBMITTER:	Justin Charles		
SIGNATURE:	/Justin Charles/		
DATE SIGNED:	02/02/2022		
Total Attachments: 4			

CH \$165.00 85822836

source=3. Assignment from Meridian Rack and Pinion Holdings to Meridian Rack and Pinion LLC_RTJ
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source=3. Assignment from Meridian Rack and Pinion Holdings to Meridian Rack and Pinion LLC_RTJ
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source=3. Assignment from Meridian Rack and Pinion Holdings to Meridian Rack and Pinion LLC_RTJ
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source=3. Assignment from Meridian Rack and Pinion Holdings to Meridian Rack and Pinion LLC_RTJ
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment"), dated as of February 2, 2022 (the "Effective Date"), is entered into by Meridian Rack and Pinion, a California Corporation, ("Assignors") and Meridian Rack & Pinion, LLC, a Delaware Limited Liability Company. ("Assignee").

WHEREAS, have agreed to sell, transfer, convey, assign and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignors, all of Assignors' right, title, and interest in and to those certain trademark registrations and applications identified on Schedule A attached hereto ("Assigned Trademarks").

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements set forth herein and for good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignors and Assignee hereby agree as follows:

1. Conveyance and Acceptance of Assigned Trademarks. Assignors hereby sell, transfer, convey, assign and deliver to Assignee, and Assignee hereby accepts, all of Assignors' right, title, and interest in and to the Assigned Trademarks, the goodwill of the business connected with the use of and symbolized by the Assigned Trademarks, the right to sue and recover for past, present, and future infringement thereof, the right to secure registration of the Assigned Trademarks and of this Assignment, and the right to initiate other proceedings before all governmental authorities with respect to the Assigned Trademarks.

2. Recordation and Authorization.

- a. Assignors hereby authorize and request that the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions record this Assignment. Following the date hereof, Assignors shall take any and all reasonable actions, including without limitation, the execution, acknowledgment, and delivery of any and all documents that Assignee may reasonably request to record and perfect Assignee's interest in and to the Assigned Trademarks.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of laws that would require the application of the laws of any other jurisdiction.

4. Jurisdiction. The parties hereto agree that any proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement shall be brought in any federal court located in the State of Delaware or any Delaware state court, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such proceeding in any such court or that any such proceeding brought in any such court has been brought in an inconvenient forum.

5. Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

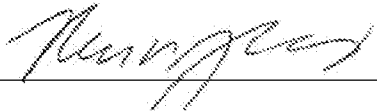
6. Counterparts. This Assignment may be executed in any number of counterparts (including by facsimile or .pdf), each of which shall be considered an original and all of which taken together constitute one and the same instrument.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignors and Assignees have caused this Assignment to be duly executed as of the date first above written.

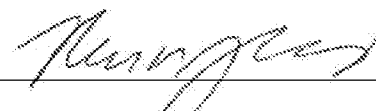
**MERIDIAN RACK AND PINION, A
CALIFORNIA CORPORATION:**

**MERIDIAN RACK & PINION LLC, A
DELAWARE LIMITED LIABILITY
COMPANY:**

By  _____

Name: Renee Thomas Jacobs

Title: CEO

By  _____

Name: Renee Thomas Jacobs

Title: CEO