

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM710127

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	11/02/2021
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AutoAnything, Inc.		11/02/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	AutoAnything (ABC), LLC
Street Address:	231 Market Place, Suite 373
City:	San Ramon
State/Country:	CALIFORNIA
Postal Code:	94583
Entity Type:	Limited Liability Company: CALIFORNIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	88743837	AUTO ANYTHING SELECT
Serial Number:	90268576	
Serial Number:	90260302	OVERLANDER
Serial Number:	90268553	ROADLESS
Serial Number:	86984118	TRUAP

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: 7132252300

Email: HouUSPTO@seyfarth.com

Correspondent Name: Sharad K. Bijanki

Address Line 1: 700 Milam St., Suite 1400

Address Line 2: SEYFARTH SHAW LLP

Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER:	114124-000003
NAME OF SUBMITTER:	Sharad K. Bijanki
SIGNATURE:	/s/Sharad K. Bijanki

DATE SIGNED:	02/23/2022
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Total Attachments: 4

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**TRADEMARK ASSIGNMENT
(NUNC PRO TUNC)**

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made effective as of November 2, 2021, by and between AUTOANYTHING, INC., a Delaware corporation ("Assignor"), and AUTOANYTHING (ABC), LLC, a California limited liability company, as Assignee for the Benefit of Creditors of the Assignor ("Assignee"), pursuant to that certain General Assignment Agreement dated as of November 2, 2021, (the "Assignment Agreement"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Assignment Agreement.

WHEREAS, Assignor has agreed to sell to Assignee, and Assignee has agreed to acquire from Assignor, all of Assignor's rights, title and interest in and to the trademarks and/or service marks (the "Marks");

WHEREAS, pursuant to that certain Certificate of Amendment to the Certificate of Incorporation of the Assignor, filed with the Delaware Secretary of State on November 12, 2021, the name of the Assignor was changed to FORMER AFTERMARKET, INC.;

WHEREAS, pursuant to that certain Amendment to the Articles of Organization of a Limited Liability Company, filed with the California Secretary of State on November 9, 2021, the name of the Assignee was changed to AUTO (ABC), LLC; and

WHEREAS, the parties wish to execute this recordable instrument, assigning to Assignee all of Assignor's right, title, and interest in and to the Marks identified in Schedule A attached hereto.

NOW, THEREFORE, for valuable consideration set forth in the Assignment Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. The trademark applications identified in Schedule A are being assigned as part of the entire business or portion thereof to which the marks pertain, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.

2. Assignor hereby assigns, transfers, and conveys to Assignee 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 Assignor'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.

3. Assignor hereby authorizes Assignee to request the applicable governmental offices to record Assignee as the assignee and owner of the Marks and hereby consents to such recordation.

4. The parties agree that the Schedule A attached hereto shall supplement and be incorporated into the Assignment Agreement, and such supplement shall be effective as of November 2, 2021.

5. 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 recordation of Assignee as the assignee and owner of the Marks.

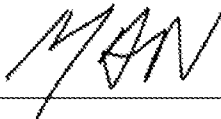
6. This Trademark Assignment is subject to the terms and conditions of the Assignment Agreement and shall not be deemed to limit, enlarge, or extinguish any obligation of Assignor or Assignee under the Assignment Agreement, all of which obligations shall survive the delivery of this Trademark Assignment in accordance with the terms of the Assignment Agreement, and that to the extent there is any conflict between this Trademark Assignment and the terms and conditions of the Assignment Agreement, the Assignment Agreement shall control.

7. 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. Delivery of an executed counterpart of a signature page to this Trademark Assignment by facsimile, email, or other electronic transfer shall be effective as delivery of a manually executed counterpart to this Trademark Assignment.

[SIGNATURE PAGE FOLLOWS]

ASSIGNOR:

AUTOANYTHING, INC.,
a Delaware Corporation

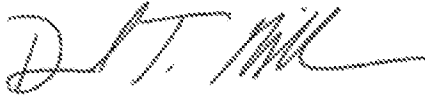
By: 

Name: Michael Niegsch

Title: Authorized Signatory

ASSIGNEE:

AUTOANYTHING (ABC), LLC a
California Limited Liability Company, as
Assignee for the Benefit of Creditors of
AutoAnything, Inc.


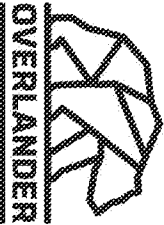
By: 

Name: David Miller

Its: Manager

Schedule A (Supplemental)

Trademark Assignment Marks

Trademark/Service Mark	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date	Status	Owner
AUTO ANYTHING SELECT & design AUTOSELECT ANYTHING	United States	88743837	12/31/2019	6254664	1/26/2021	Registered	Auto Anything, Inc.
 Design	United States	90268576	10/21/2020			Pending	Auto Anything, Inc.
OVERLANDER & design  OVERLANDER	United States	90260302	10/16/2020			Pending	Auto Anything, Inc.
ROADLESS	United States	90268553	10/21/2020			Pending	Auto Anything, Inc.
TRUAP	United States	86984118	01/29/2016	5586667	10/16/2018	Registered	Auto Anything, Inc.

SCHEDULE A (SUPPLEMENTAL) TO
TRADEMARK ASSIGNMENT - AUTOANYTHING, INC. / AUTOANYTHING (ABC), LLC