

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM710130

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	11/02/2021
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AutoAnything (ABC), LLC		11/02/2021	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	AA-M4 Acquisition Company, LLC
Street Address:	20200 Hempstead Rd., Suite 34
Internal Address:	Attn: Mark Bickenbach, CEO
City:	Houston
State/Country:	TEXAS
Postal Code:	77065
Entity Type:	Limited Liability Company: DELAWARE

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

CH \$140.00 88743837

NAME OF SUBMITTER:	Sharad K. Bijanki
SIGNATURE:	/s/Sharad K. Bijanki
DATE SIGNED:	02/23/2022
Total Attachments: 4 source=002 - Trademark Assignment (Nunc Pro Tunc) - AutoAnything (ABC) LLC to AA-M4 Acquisition Company LLC#page1.tif source=002 - Trademark Assignment (Nunc Pro Tunc) - AutoAnything (ABC) LLC to AA-M4 Acquisition Company LLC#page2.tif source=002 - Trademark Assignment (Nunc Pro Tunc) - AutoAnything (ABC) LLC to AA-M4 Acquisition Company LLC#page3.tif source=002 - Trademark Assignment (Nunc Pro Tunc) - AutoAnything (ABC) LLC to AA-M4 Acquisition Company LLC#page4.tif	

**TRADEMARK ASSIGNMENT
(NUNC PRO TUNC)**

THIS TRADEMARK ASSIGNMENT (the “**Trademark Assignment**”) is made as of November 2, 2021, by and between AutoAnything (ABC), LLC, a California limited liability company (“**Seller**”), as Assignee for the Benefit of Creditors of AutoAnything, Inc., a Delaware corporation, and AA-M4 Acquisition Company, LLC, a Delaware limited liability company (“**Buyer**”). Seller and Buyer are parties to a certain Asset Purchase Agreement dated as of November 2, 2021 (the “**Asset Purchase Agreement**”). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, Seller has agreed to sell to Buyer, and Buyer has agreed to acquire from Seller, all of Seller’s rights, title, and interest in and to the trademarks and/or service marks identified in Schedule A attached hereto (the “**Marks**”);

WHEREAS, pursuant 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;

WHEREAS, pursuant to that certain Certificate of Amendment of the Certificate of Formation of the Assignor, filed with the Delaware Secretary of State on November 16, 2021, the name of the Assignee was changed to AUTOANYTHING BRANDS, LLC; and

WHEREAS, the parties wish to execute this recordable instrument, assigning all of Seller’s right, title, and interest in and to the Marks to Buyer.

NOW, THEREFORE, for valuable consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer 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. Seller hereby assigns, transfers, and conveys to Buyer 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 Seller’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. Seller hereby further authorizes Buyer to request the applicable governmental offices to record Buyer as the assignee and owner of the Marks and hereby consents to such recordal.
4. The parties agree that the Schedule A attached hereto shall supplement and be incorporated into the Exhibit 1.1(h)(i) set forth in the Asset Purchase Agreement, and such supplement shall be effective as of November 2, 2021.
5. This Trademark Assignment is subject to the terms and conditions of the Asset Purchase Agreement and shall not be deemed to limit, enlarge, or extinguish any obligation of Seller

or Buyer under the Asset Purchase Agreement, all of which obligations shall survive the delivery of this Trademark Assignment in accordance with the terms of the Asset Purchase Agreement, and that to the extent there is any conflict between this Trademark Assignment and the terms and conditions of the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

6. 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 recordal of Assignee as the assignee and owner of the Intellectual Property Assets.

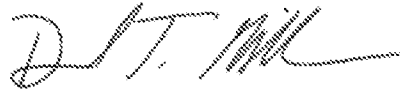
7. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller and Buyer have caused this Trademark Assignment Agreement to be executed on the date first written above.

SELLER:

AutoAnything (ABC), LLC, a California limited liability company, as Assignee for the Benefit of Creditors of AutoAnything, Inc.

By: 
.....
David Miller, Manager

BUYER:

AA-M4 Acquisition Company, LLC, a Delaware limited liability company

By: 
.....
Mark Bickenbach, CEO

SCHEDULE A (SUPPLEMENTAL)

MARKS

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