

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM711951

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Irving Levine Automotive Distributors, Inc.		02/25/2022	Corporation: CONNECTICUT
Levine Automotive, Inc.		02/25/2022	Corporation: NEW YORK
Levine Paint & Auto Supply, Inc.		02/25/2022	Corporation: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Parts Authority, LLC		
Street Address:	3 Dakota Drive		
Internal Address:	Suite 110		
City:	Lake Success		
State/Country:	NEW YORK		
Postal Code:	11042		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2575133	LEVINE AUTOMOTIVE AUTO BODY PAINT TRUCK	
Serial Number:	75917099	LEVINE AUTOMOTIVE AUTO PARTS	
CORRESPONDENCE DATA			
Fax Number:	2032263801		
<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:	2032918224		
Email:	im@bertralaw.com		
Correspondent Name:	Kristen Centre, Esq.		
Address Line 1:	Berkowitz, Trager & Trager, LLC		
Address Line 2:	8 Wright Street		
Address Line 4:	Westport, CONNECTICUT 06880		
NAME OF SUBMITTER:	Kristen Centre		
SIGNATURE:	/Kristen Centre/		
DATE SIGNED:	03/03/2022		

OP \$65.00 2575133

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT

IRVING LEVINE AUTOMOTIVE DISTRIBUTORS, INC.,
LEVINE AUTOMOTIVE, INC.,
LEVINE PAINT & AUTO SUPPLY, INC.
AND
LEVINE AUTO & TRUCK PARTS, LLC
TO
PARTS AUTHORITY, LLC

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), effective as of February 25, 2022 (the "Effective Date"), is made by IRVING LEVINE AUTOMOTIVE DISTRIBUTORS, INC., a Connecticut corporation (the "Company"), LEVINE AUTOMOTIVE, INC., a New York corporation ("LAI"), LEVINE PAINT & AUTO SUPPLY, INC., a Connecticut corporation ("LPAS"), LEVINE AUTO & TRUCK PARTS, LLC, a Connecticut limited liability company ("LATP" and collectively with the Company, LAI and LPAS, "Sellers"), to PARTS AUTHORITY, LLC, a Delaware limited liability company ("Purchaser").

WHEREAS, Sellers are the owners of, and desire to assign to Purchaser, all right, title and interest in and to: (i) any and all trademarks, service marks and intellectual property rights, including rights of priority, and all U.S. registrations for the marks/names identified on Exhibit A attached hereto (the "Marks"); (ii) the internet domain names identified on Exhibit B attached hereto (the "Domain Names," and collectively with the Marks, the "Intellectual Property"); and (iii) any and all goodwill of the businesses associated with the Intellectual Property;

WHEREAS, Purchaser desires to acquire from Sellers the Intellectual Property and any and all goodwill of the business associated therewith, subject to the terms and conditions of this Assignment;

WHEREAS, Sellers and Purchaser desire to confirm of record the assignment of the Intellectual Property and goodwill to Purchaser; and

WHEREAS, this Assignment is being entered into in connection with and as a condition to the closing of the transactions contemplated by that certain Asset Purchase Agreement dated as of the date hereof by and among Purchaser, Sellers and the Equity Holders named therein (the "Asset Purchase Agreement") (capitalized terms not defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement).

NOW, THEREFORE, in consideration of the Purchase Price paid to Sellers pursuant to the Asset Purchase Agreement and the foregoing recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers and Purchaser hereby agree as follows:

1. Sellers hereby assign to Purchaser all right, title and interest in and to the Marks, together with: (a) the goodwill symbolized by the Marks; (b) all causes of action, claims and demands and other rights for, or arising from, any infringement or misappropriation, including

past infringements and misappropriations, of the Marks; and (c) any royalties or other consideration owed to Sellers in connection with use of the Marks from and after the Effective Date.

2. Sellers hereby further authorize the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all trademark and service mark registrations, amended registrations and renewals that have been or may be granted upon any application or petition for same, to Purchaser, and Purchaser's successors and/or assigns.

3. Sellers hereby grant to the designated attorneys of Purchaser the authority and power to insert on this instrument any further identification that may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the trademark office of any other country throughout the world.

4. Sellers agree, without further consideration, to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Purchaser may from time-to-time reasonably request to carry out the intent of this Assignment and to permit Purchaser to be duly recorded as the registered owner of the Marks, the goodwill and all other rights hereby conveyed.

5. Sellers hereby transfer and convey to Purchaser all rights, title and interest in and to the Domain Names.

6. Purchaser hereby accepts the assignment of the Intellectual Property and the associated goodwill.

7. No Persons other than Sellers and Purchaser, and their respective successors and assigns, shall have any rights under this Assignment.

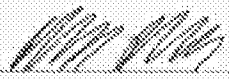
8. This Assignment may be executed in one or more counterparts (including by facsimile), each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

9. This Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws principles.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, this Intellectual Property Assignment has been executed and delivered as of the day and year first above written.

PARTS AUTHORITY, LLC

By: 
Randy A. Buller
President

IRVING LEVINE AUTOMOTIVE
DISTRIBUTORS, INC.

By: _____
Jeffrey Levine
President

LEVINE AUTOMOTIVE, INC.

By: _____
Jeffrey Levine
President

IRVING PAINT & AUTO SUPPLY, INC.

By: _____
Jeffrey Levine
President

LEVINE AUTO & TRUCK PARTS, LLC

By: _____
Jeffrey Levine
Manager


[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, this Intellectual Property Assignment has been executed and delivered as of the day and year first above written.


PARTS AUTHORITY, LLC

By: _____
Randy A. Buller
President

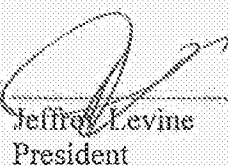
IRVING LEVINE AUTOMOTIVE
DISTRIBUTORS, INC.

By:  _____
Jeffrey Levine
President


LEVINE AUTOMOTIVE, INC.

By:  _____
Jeffrey Levine
President

IRVING PAINT & AUTO SUPPLY, INC.

By:  _____
Jeffrey Levine
President

LEVINE AUTO & TRUCK PARTS, LLC

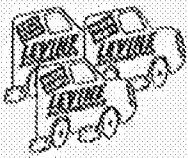
By:  _____
Jeffrey Levine
Manager

[Signature Page to Intellectual Property Assignment]

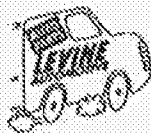
THE MARKS

Registered and Pending Trademarks:

Registrant: Irving Levine Automotive Distributors, Inc.
 Jurisdiction: USPTO
 Registration NO.: 75917099



Word Mark LEVINE AUTOMOTIVE AUTO BODY PAINT TRUCK PARTS AUTO PARTS



Word Mark LEVINE AUTOMOTIVE AUTO PARTS

Registrant: Irving Levine Automotive Distributors, Inc.
 Jurisdiction: USPTO
 Registration NO.: 2575133

Registered Doing Business As Names:

Trade Name	Owner	Jurisdiction	Registration No.
Levine Auto & Truck Parts	Irving Levine Automotive Distributors, Inc.	Danbury	2009-00017906
Levine Heavy Duty Distributors	Irving Levine Automotive Distributors, Inc.	Danbury	2015-00000240
Levine Auto & Truck Parts	Irving Levine Automotive Distributors, Inc.	Winchester (Winsted)	1743

Exhibit B

DOMAIN NAMES

<u>URL</u>	<u>Registrar</u>	<u>Renewal Date</u>
levineauto.com Web-link	Network Solutions 24993325	7-27-28
levineauto.net Web-link	Network Solutions 30013174	4-24-23
levineautoandtruckparts.com Web-link	Network Solutions 30013174	3-16-30
levineautoparts.com Yahoo	Network Solutions 30013174	1-21-22
levineautoparts.net Yahoo	Network Solutions 30013174	6-1-26
levineauto.parts Yahoo	Network Solutions 30013174	5-16-35
autoandtrucklighting.com (lighting products - Shopify)	Network Solutions 30013174	7-13-28
Levineautobodysupply.com (autobody products - Shopify)	Network Solutions 30013174	7-17-22
Tesla-autoparts.com (not in use yet)	Network Solutions 30013174	2-21-22