OP \$40.00 5660326

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM721631

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Caviness Consulting Group, LLC		07/10/2019	Limited Liability Company: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	NITEO PRODUCTS, LLC	
Street Address:	5949 Sherry Lane, Suite 540	
City:	Dallas	
State/Country:	TEXAS	
Postal Code:	75225	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5660326	DISCOUNT CAR CARE PRODUCTS

CORRESPONDENCE DATA

Fax Number: 8573004001

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: 8573004000

Email: gordon.moriarty@lathropgpm.com, maggie.jiles@lathropgpm.com

Correspondent Name: Gordon R. Moriarty

Address Line 1: 28 State Street, Suite 700

Address Line 4: Boston, MASSACHUSETTS 02109-1775

ATTORNEY DOCKET NUMBER:	578185
NAME OF SUBMITTER:	Gordon R. Moriarty
SIGNATURE:	/Gordon R. Moriarty/
DATE SIGNED:	04/15/2022

Total Attachments: 3

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TRADEMARK REEL: 007693 FRAME: 0873

EXHIBIT B

TRADEMARK ASSIGNMENT AGREEMENT

- Delaware

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of Jolly 10 2019, is made by CAVINESS CONSULTING GROUP, LLC ("Seller"), a North Carolina limited liability company, located at 418 Kimberly Drive, Asheboro, NC 27205, in favor of NITEO PRODUCTS, LLC ("Buyer"), a Fause limited liability company, located at 5949 Sherry Lane, Suite 540, Dallas, TX 75225, the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement between Buyer, Seller and KENT PARK ("Park"), dated as of July 10 2019 (the "Asset Purchase Agreement").

WHEREAS, under the larms of the Asset Purchase Agreement, Seller and Park have conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Seller agrees as follows:

- Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Selter hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Selter's right, tills, and interest in and to the following:
 - (a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
 - (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. Recordation and Further Actions. Seller 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 Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request. Seller shell take such steps and actions, and provide such cooperation and assistance to Buyer and its successore, assigns, and legal representatives, including the execution and delivery of any affidavite, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.
- 3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademerk Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement shall govern.
- 4. <u>Counterparts</u>. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facalmite, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.
- Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Exhibit B to Asset Purchase Agreement

B-1

TRADEMARK REEL: 007693 FRAME: 0874 6. <u>Governing Law.</u> This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, lort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of North Carolina, without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction).

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

CAVINESS CONSULTING GROUP, LLC

Address for Notices:

STATE OF NORTH CAROLINA COUNTY OF KONNEY

ISS.

On the 10 day of July, 2019, before me personally appeared Kent Park, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworm, did depose and say that [he/she] executed the same in his authorized capacity as the sole member of Caviness Consulting Group, LLC, and acknowledged the instrument to be his free act and deed/the free act and deed of Caviness Consulting Group for the uses and purposes mentioned in the instrument.

My Commission Expires: 11.33.3019

Printed Name; I'



SCHEDULE 1 ASSIGNED TRADEMARKS

Trademark Registrations
Mark

Jurisdiction

Registration Number

Registration Date

DISCOUNT CAR CARE PRODUCTS

United States

5660326

January 22, 2019

Exhibit B to Asset Purchase Agreement

B-3

TRADEMARK REEL: 007693 FRAME: 0876