

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM725364

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CarMax Business Services, LLC		02/19/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CarMax Auto Superstores West Coast, Inc.		
Street Address:	12800 TUCKAHOE CREEK PKWY		
City:	RICHMOND		
State/Country:	VIRGINIA		
Postal Code:	23238-1115		
Entity Type:	Corporation: VIRGINIA		
PROPERTY NUMBERS Total: 43			
Property Type	Number	Word Mark	
Registration Number:	6027346	ARBX	
Registration Number:	6027345	ARBX	
Registration Number:	4664512	CA	
Registration Number:	4579493	CARMAX	
Registration Number:	4600332	CARMAX	
Registration Number:	4579491	CARMAX	
Registration Number:	1947856	CARMAX	
Registration Number:	1954468	CARMAX	
Registration Number:	1941353	CARMAX	
Registration Number:	3484868	CARMAX	
Registration Number:	2323178	CARMAX AUCTIONS	
Registration Number:	2881578	CARMAX AUCTIONS PERKS	
Registration Number:	2981183	CARMAX AUTO FINANCE	
Registration Number:	3087576	CARMAX CARES	
Registration Number:	3362171	CARMAX CARES	
Registration Number:	2301351	CARMAX CERTIFIED QUALITY INSPECTION	
Registration Number:	3082848	CARMAX FOUNDATION	
Registration Number:	2134379	CARMAX SERVICE CENTER	
Registration Number:	1934822	CARMAX THE AUTO SUPERSTORE	
		TRADEMARK	

CH \$1090.00 6027346

Property Type	Number	Word Mark
Registration Number:	1929336	CARMAX THE AUTO SUPERSTORE
Registration Number:	1959875	CARMAX THE AUTO SUPERSTORE
Registration Number:	1963876	CARMAX THE AUTO SUPERSTORE
Registration Number:	2922919	CARMAX.COM
Registration Number:	2858025	CARMAXAUCTIONS.COM
Serial Number:	97239679	CARMINE
Registration Number:	4596076	CM
Registration Number:	4596077	CM
Registration Number:	2258797	CQI
Serial Number:	90252169	DASH
Registration Number:	6564371	LOVE YOUR CAR GUARANTEE
Registration Number:	1888835	MAXCARE
Serial Number:	90252168	MAXOFFER
Serial Number:	90252183	MAXOFFER
Serial Number:	97239681	SKYE
Registration Number:	3082766	THE CARMAX FOUNDATION
Registration Number:	4657587	THE GLOVEBOX
Registration Number:	4679831	THE GLOVEBOX
Registration Number:	2658246	THE WAY CAR BUYING SHOULD BE.
Serial Number:	88699696	VALUSATO
Registration Number:	3031404	WE'LL BUY YOUR CAR EVEN IF YOU DON'T BUY
Registration Number:	5861063	WHATEVER YOUR WAY THAT'S THE WAY CAR BUY
Registration Number:	6170974	
Serial Number:	88613904	

CORRESPONDENCE DATA

Fax Number: 4048853900

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: 4048853000

Email: katherine.swider@troutman.com

Correspondent Name: Troutman Pepper Hamilton Sanders LLP

Address Line 1: 600 PEACHTREE STREET, NE

Address Line 2: SUITE 3000

Address Line 4: ATLANTA, GEORGIA 30308

NAME OF SUBMITTER: Scott A. Bergeson

SIGNATURE: /Scott A. Bergeson/

DATE SIGNED: 05/02/2022

Total Attachments: 10

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“Agreement”) dated and effective as of 12:01 p.m. (Richmond, Virginia time) on February 19, 2022 (“Effective Time”), is by and between CarMax Business Services, LLC, a Delaware limited liability company (“Assignor”), and CarMax Auto Superstores West Coast, Inc., a Virginia corporation and sole member of Assignor (“Assignee”). Assignor and Assignee may be referred to herein, individually, as a “Party” and, collectively, as the “Parties.”

WHEREAS, Assignor owns all rights, title, and interest in and to Intellectual Property (as defined below), including the assets set forth in Schedule A (“Patents”), Schedule B (“Trademarks”), Schedule C (“Copyrights”), and Schedule D (“Other Assets” and together with the Patents, Trademarks and Copyrights, collectively, the “Subject Intellectual Property”);

WHEREAS, Assignor and Assignee are parties to that certain Distribution Agreement, by and between Assignor and Assignee and dated as of the Effective Time, pursuant to which Assignor assigned the Intellectual Property to Assignee; and

WHEREAS, Assignee is a successor of the portion of Assignor’s business to which the Subject Intellectual Property pertains, and that business is ongoing and existing; and

WHEREAS, Assignor wishes to assign to Assignee and Assignee wishes to acquire from Assignor, all of Assignor’s rights, title, and interest in and to the Subject Intellectual Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Definitions.

1.1. “**Intellectual Property**” means (i) patents, patent applications and utility models, and applications therefore (including any continuations, continuations-in-part, divisionals, reissues, renewals, extensions or modifications for any of the foregoing), (ii) registered and unregistered trademarks, service marks, trade dress, logos, trade names and brand names, and any combination of such names, including all goodwill associated therewith and all applications, registrations and renewals in connection therewith, (iii) copyrightable works, all copyrights and all applications, registrations and renewals in connection therewith, and moral rights and all other rights corresponding to the foregoing, (iv) trade secrets, proprietary information and confidential business or technical information (including ideas, research and development, know-how, compositions, designs, reports, plans (including design and engineering plans) and studies, drawings, specifications, customer and supplier lists, pricing and cost information and business and market plans and proposals), and all other right in and to the foregoing, (v) computer software and source code (including hard copy and soft copy as well as all data and related documentation), (vi) databases and data collections (including knowledge databases, customer lists and customer databases) under the laws of any jurisdiction, whether registered or unregistered, and any applications for registration therefore, (vii) mask works, and mask work registrations and applications therefore, (viii) financial models, (ix) domain names and uniform resource locators

and registered internet domain names; and (x) industrial design rights and any registrations and applications therefore.

2. Assignment. Effective as of the Effective Time, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, all of Assignor's worldwide rights, title, and interest in and to:

(a) the Subject Intellectual Property, including:

(i) patents and patent applications listed in Schedule A, and all applications for and inventions disclosed in any of the foregoing, including all provisionals, divisionals, continuations, continuations-in-part, reissues, reexaminations, renewals, extensions, and rights to claim priority of any of the foregoing;

(ii) trademark registrations and trademark applications listed in Schedule B, including all renewals and extensions thereof, all common law rights therein and all rights to claim priority and use based on such common law rights, all of the goodwill associated with any of the foregoing, and any other trademark, service mark, or trade dress confusingly similar to any of the foregoing;

(iii) copyright registrations and applications listed in Schedule C;

(iv) other assets or rights listed in Schedule D;

(b) all income, royalties, damages, and payments hereafter due or payable to Assignor with respect to the Subject Intellectual Property, including without limitation damages and payments for past, present, and future infringements of any Subject Intellectual Property; and

(c) all rights to sue and recover damages and payments for past, present, and future infringements of any Subject Intellectual Property, including the right to fully and entirely stand in the place of Assignor in all matters related thereto.

3. Entire Interest. The entire interest assigned herein is to be held and enjoyed by Assignee and by its successors, assigns, and legal representatives to the full end of the terms of any intellectual property right that has been or may be granted on the Subject Intellectual Property, as fully and entirely as the same would have been held by Assignor had this Agreement not been made.

4. Further Assurances. Assignor agrees to take such further action, and to execute and deliver from time to time after the Effective Time and upon request of Assignee such further documents, papers, forms, and authorizations, that may be reasonably necessary for securing, completing, or vesting in Assignee all rights, title, and interest in and to such transferred and assigned rights in the Subject Intellectual Property, to the fullest extent possible.

5. Recordation. Assignor hereby authorizes Assignee to file this Agreement at the United States Patent and Trademark Office, the United States Copyright Office, and their respective counterparts in any applicable jurisdiction in the world, as well as any other office Assignee deems necessary and proper for recordation of the Subject Intellectual Property.

6. Miscellaneous.

6.1. Amendment and Waiver. Any provision of this Agreement may be (a) amended only in a writing signed by the Assignor and Assignee, or (b) waived only in writing executed by the Party against whom enforcement of such waiver is sought. No waiver of any provision hereunder or any breach or default hereof will extend to or affect in any way any other provision or prior or subsequent breach or default.

6.2. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. Upon such determination that any term or provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties hereto as closely as possible in a mutually acceptable manner.

6.3. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

6.4. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

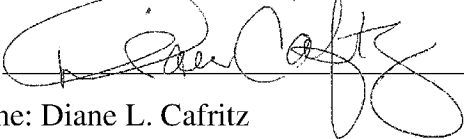
6.5. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia, without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any other jurisdiction.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, authorized representatives of the Parties have executed this Agreement to be effective as of the Effective Time.

ASSIGNOR

CarMax Business Services, LLC

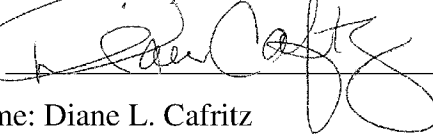
By: 

Name: Diane L. Cafritz

Title: Senior Vice President, General
Counsel and Chief Compliance Officer

ASSIGNEE

CarMax Auto Superstores West Coast, Inc.

By: 





Name: Diane L. Cafritz

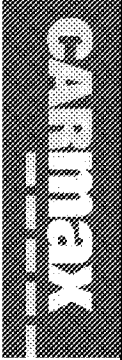


Title: Senior Vice President, General
Counsel and Chief Compliance Officer


[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

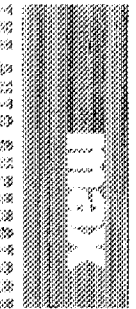
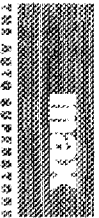
**Schedule B
Trademarks**

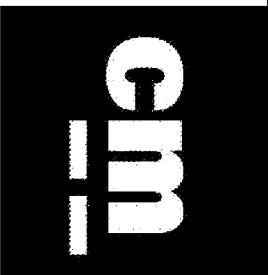
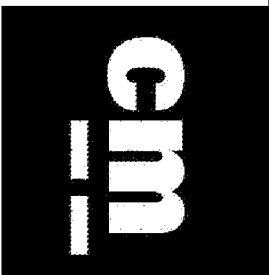

U.S. Trademarks

Mark	Application No.	Filing Date	Reg. No.	Reg. Date	Class
ARBX	88575255	8/12/2019	6027346	4/7/2020	36
 ARBX and Design	88575253	8/12/2019	6027345	4/7/2020	36
 CA and Design	86036672	8/13/2013	4664512	12/30/2014	35
 CARMAX and Design	86137586	12/6/2013	4579493	8/5/2014	36
 CARMAX and Design	86137599	12/6/2013	4600332	9/9/2014	35

	86137569	12/6/2013	4579491	8/5/2014	35
CARMAX and Design					
CARMAX	74413398	7/13/1993	1947856	1/16/1996	37
	74577384	9/23/1994	1954468	2/6/1996	42
CARMAX					
CARMAX (stylized)					
CARMAX	74801650	6/22/1993	1941353	12/12/1995	42
	77439129	4/3/2008	3484868	8/12/2008	16, 25, 35, 36, 37, 42
CARMAX and Design					
	75499884	6/10/1998	2323178	2/29/2000	35
					
CARMAX AUCTIONS and Design					
CARMAX AUCTIONS PERKS	78259081	6/5/2003	2881578	9/7/2004	35
CARMAX AUTO FINANCE	78443816	6/30/2004	2981183	8/2/2005	36

 <p>CARMAX CARES and Design CARMAX CARES</p>	78630196	5/15/2005	3087576	5/2/2006	36
<p>CARMAX CARES and Design CARMAX CARES</p>	77188557	5/23/2007	3362171	1/1/2008	36
<p>CARMAX CERTIFIED QUALITY INSPECTION</p>	75380457	10/28/1997	2301351	12/21/1999	35, 42
 <p>CARMAX FOUNDATION and Design</p>	78629252	5/12/2005	3082848	4/18/2006	36
 <p>CARMAX SERVICE CENTER and design</p>	75241434	2/13/1997	2134379	2/3/1998	37
<p>CARMAX THE AUTO SUPERSTORE</p>	74518323	4/28/1994	1934822	11/14/1995	37, 42
 <p>CARMAX THE AUTO SUPERSTORE and Design</p>	74520002	4/28/1994	1929336	10/24/1995	37, 42

	74585543	10/14/1994	1959875	3/5/1996	42
<p>CARMAX THE AUTO SUPERSTORE and Design</p> 	74585542	10/14/1994	1963876	3/26/1996	37
<p>CARMAX THE AUTO SUPERSTORE and Design</p>	78325756	11/10/2003	2922919	2/1/2005	35, 36, 37, 39
CARMAX.COM	78259085	6/5/2003	2858025	6/29/2004	35
CARMAXAUCTIONS.COM	97239679	1/26/2022			9, 35, 36, 42

	86137505	12/6/2013	4596076	9/2/2014	35
CM and Design	86137528	12/6/2013	4596077	9/2/2014	36
					
CM and Design	75380458	10/28/1997	2258797	7/6/1999	42
CQI	90252169	10/13/2020			35
DASH	90365690	12/8/2020	6564371	11/16/2021	35
LOVE YOUR CAR GUARANTEE	74444308	10/6/1993	1888835	4/11/1995	36
MAXCARE	90252168	10/13/2020			36
	90252183	10/13/2020			36
MAXOFFER and Design	97239681	1/26/2022			9, 35, 42
MAXOFFER					
SKYE					

THE CARMAX FOUNDATION	78624982	5/6/2005	3082766	4/18/2006	36
THE GLOVEBOX	86137097	12/6/2013	4657587	12/16/2014	41
THE GLOVEBOX	86137070	12/6/2013	4679831	1/27/2015	9
THE WAY CAR BUYING SHOULD BE.	76233083	3/29/2001	2658246	12/10/2002	35, 37
VALUSATO	88699696	11/20/2019			35, 36, 42
WE'LL BUY YOUR CAR EVEN IF YOU DON'T BUY OURS!	78313196	10/14/2003	3031404	12/20/2005	35
WHATEVER YOUR WAY THAT'S THE WAY CAR BUYING SHOULD BE	88279484	1/28/2019	5861063	9/17/2019	35
Design only	88613902	9/12/2019	6170974	10/6/2020	35, 36, 37
Design only	88613904	9/12/2019			9, 35, 36, 41, 42

TRADEMARK

REEL: 007708 FRAME: 0913

RECORDED: 05/02/2022