

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM736568

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900662877
SEQUENCE:	1

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

Name:	AA-M4 Acquisition Company, LLC
Street Address:	20220 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:	90495361	WHEELWELL
Serial Number:	90495338	
Serial Number:	90703989	ROADY
Serial Number:	90703981	ROADY
Serial Number:	90495352	FOR THE BUILD

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: 7132226157

Email: HouUSPTO@seyfarth.com

Correspondent Name: Sharad K. Bijanki

Address Line 1: 700 Milam, Suite 1400

Address Line 2: Seyfarth Shaw LLP

Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER:	114556-000002
NAME OF SUBMITTER:	Sharad K. Bijanki

SIGNATURE:	/Sharad K. Bijanki/
DATE SIGNED:	06/23/2022
Total Attachments: 5 source=2021-11-02 BillofSale,Assignment, Assumption Agreement - Wheelwell Holdings to AA-M4 Acquisition (MHB)#page1.tif source=2021-11-02 BillofSale,Assignment, Assumption Agreement - Wheelwell Holdings to AA-M4 Acquisition (MHB)#page2.tif source=2021-11-02 BillofSale,Assignment, Assumption Agreement - Wheelwell Holdings to AA-M4 Acquisition (MHB)#page3.tif source=2021-11-02 BillofSale,Assignment, Assumption Agreement - Wheelwell Holdings to AA-M4 Acquisition (MHB)#page4.tif source=2021-11-02 BillofSale,Assignment, Assumption Agreement - Wheelwell Holdings to AA-M4 Acquisition (MHB)#page5.tif	

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "*Agreement*"), dated as of November 2, 2021 (the "*Effective Date*"), is entered into between WHEELWELL HOLDINGS, INC., a Delaware corporation ("*Assignor*"), and AA-M4 ACQUISITION COMPANY, LLC, a Delaware limited liability company ("*Assignee*").

WHEREAS, Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, substantially all of the assets of Assignor, including, without limitation, the website, wheelwell.com, and the assets set forth on Exhibit A attached hereto (the "*Purchased Assets*"); and

WHEREAS, Assignor desires to convey and assign to Assignee, and Assignee has agreed to assume Assignor's rights and obligations, in, to, and under that certain Asset Purchase Agreement (the "*Asset Purchase Agreement*"), dated November 13, 2020, by and between Assignor and Wheelwell, Inc., a California corporation ("*Wheelwell*").

NOW, THEREFORE, pursuant to and for the consideration of TEN DOLLARS (\$10.00) and for other good and valuable consideration, the mutual receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agrees as follows:

1. Assignor does hereby grant, bargain, sell, transfer, convey, and deliver unto Assignee, and Assignee's successors and assigns, all of Assignor's legal and beneficial right, title, and interest in and to the Purchased Assets, together with the goodwill of the business associated with the foregoing. MAB

2. Assignor hereby conveys and assigns to Assignee any and all of its right, title, and interest in, to, and under the Asset Purchase Agreement. Assignee hereby accepts the foregoing assignment and assumes all of the rights and obligations of the Assignor under the Asset Purchase Agreement, including, without limitation, the Assumed Liabilities (as defined in the Asset Purchase Agreement) and Assignor's obligation to pay Wheelwell the Royalty Payments (as defined in the Asset Purchase Agreement) pursuant to, and in accordance with, the Asset Purchase Agreement.

3. The parties hereto shall execute and deliver all documents, provide all information, and take or refrain from taking action as may be necessary or appropriate to achieve the purposes of this Agreement.

4. This Agreement may not be amended, modified, or terminated except by an instrument in writing executed by the parties hereto.

5. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. This Agreement may be signed by electronic or digital signatures and the keeping of records in electronic form, each of which shall be of the same effect, validity, and enforceability as manually executed signatures and paper-based recordkeeping systems, to the extent and as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 U.S.C. § 7001 et seq.), the Electronic Signatures and Records Act of 1999, and any other similar state laws based on the Uniform Electronic Transactions Act and shall be considered to have the same binding effect as the delivery of an original signature on an original contract.

7. This Agreement shall be construed in accordance with and governed by the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Agreement as of the Effective Date.


ASSIGNEE:

AA-M4 ACQUISITION COMPANY, LLC

By: 
Name: Mark Bickenbach
Title: Chief Executive Officer

ASSIGNOR:

WHEELWELL HOLDINGS, INC.

By: 
Name: Drew Sanocki
Title: Chief Executive Officer

SIGNATURE PAGE TO
BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT - WHEELWELL HOLDINGS, INC. / AA-M4 ACQUISITION
COMPANY, LLC