

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM738394

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Auto Body Parts Warehouse, Inc.		07/01/2022	Corporation:
RECEIVING PARTY DATA			
Name:	Parts Authority, LLC		
Street Address:	3 Dakota Drive, Suite 110		
City:	Lake Success		
State/Country:	NEW YORK		
Postal Code:	11042		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4194122		
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:	Ivana Money		
Address Line 1:	8 Wright Street, 2nd Floor		
Address Line 4:	Westport, CONNECTICUT 06880		
NAME OF SUBMITTER:	Kristen Centre		
SIGNATURE:	/Kristen Centre, Esq./		
DATE SIGNED:	07/01/2022		
Total Attachments: 6			
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OP \$40.00 4194122

**NATIONAL AUTO BODY PARTS WAREHOUSE, INC.
TO
PARTS AUTHORITY, LLC**

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “Trademark Assignment”), effective as of July 1, 2022 (the “Effective Date”), is made by NATIONAL AUTO BODY PARTS WAREHOUSE, INC., a Texas corporation (“Seller”), in favor of PARTS AUTHORITY, LLC, a Delaware limited liability company (“Purchaser”).

WHEREAS, Seller is the owner of, and desires to assign to Purchaser, all right, title and interest in and to the trademarks, service marks, designs, brands, logos, symbols, slogans, trade dress, trade names, and other similar indicia of source or origin related to the business of National Auto Body Parts Warehouse, Inc., including rights of priority, and all U.S. trademark registrations for the mark identified on Exhibit A attached hereto (collectively, the “Marks”), including any and all goodwill of the businesses associated with the Marks;

WHEREAS, Purchaser desires to acquire from Seller the Marks and any and all goodwill of the business associated therewith, subject to the terms and conditions of this Trademark Assignment;

WHEREAS, Seller and Purchaser desire to confirm of record the assignment of the Marks and goodwill to Purchaser;

WHEREAS, this Trademark 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, Seller and Equity Holder Indemnitors named therein (the “Asset Purchase Agreement”); and

WHEREAS, 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 Seller 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, Seller and Purchaser hereby agree as follows:

1. Seller hereby assigns to Purchaser all right, title and interest in and to the Marks, set forth on Exhibit A, together with all known 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 any royalties or other realized consideration owed to Seller in connection with use of the Marks from and after the Effective Date. The assignment and conveyance of all rights related to the Marks expressly includes the assignment of any and all related goodwill of the products and business in which the Marks is used or which is connected with the use of or symbolized by the Marks.

2. Seller hereby further authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office (“USPTO”), 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 permitted assigns.

3. Seller hereby grants 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 USPTO or the trademark office of any other country throughout the world.

4. Seller agrees 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 Trademark 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. Purchaser hereby assumes all rights and obligations related to the Marks from and after the Effective Date, and hereby accepts the assignment of the Marks and the associated goodwill.

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


7. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflict of laws principles.

8. No Person other than Seller and Purchaser, and their respective successors and permitted assigns, shall have any rights under this Trademark Assignment.

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

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

PARTS AUTHORITY, LLC

By: 
Randy A. Buller
President

NATIONAL AUTO BODY PARTS
WAREHOUSE, INC.

By: _____
Mike Dolabi
President

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

PARTS AUTHORITY, LLC

By: _____
Randy A. Buller
President

NATIONAL AUTO BODY PARTS
WAREHOUSE, INC.

By:  _____
Mike Dolabi
President

Exhibit A

ASSIGNED MARK

All trademarks, service marks, designs, brands, logos, symbols, slogans, trade dress, trade names, and other similar indicia or source of origin related to the business of National Auto Body Parts Warehouse, Inc. and the products manufactured by the business, including, but not limited to the registration of Service Mark (U.S. Reg. No. 4,194,122), which registration is attached hereto as Exhibit A-1.

Exhibit A-1

ASSIGNED TRADEMARK REGISTRATION

United States of America
United States Patent and Trademark Office



Reg. No. 4,194,122

Registered Aug. 21, 2012

Int. Cl.: 35

SERVICE MARK

PRINCIPAL REGISTER

NATIONAL AUTO BODY PARTS WAREHOUSE, INC. (TEXAS CORPORATION)
2900 E. MAIN ST.
GRAND PRAIRIE, TX 75050

FOR: ON-LINE RETAIL STORE SERVICES FEATURING AUTO PARTS; ON-LINE WHOLESALE STORE SERVICES FEATURING AUTO PARTS; RETAIL STORE SERVICES FEATURING AUTO PARTS; WHOLESALE STORE SERVICES FEATURING AUTO PARTS, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 9-1-1994, IN COMMERCE 9-1-1994.

THE MARK CONSISTS OF THE DESIGN OF A ROUND-EDGED SHADED DIAMOND WITH AN EAGLE'S HEAD INSIDE AND FACING RIGHT, WITH THE BASE OF THE EAGLE'S NECK INTEGRATED WITH THE LEFT TWO SIDES OF THE DIAMOND AND DEPICTED BY WAVY LINES; THE EYE OF THE EAGLE IS SHOWN AS A SHADED DIAMOND.

SER. NO. 85-509,284, FILED 1-5-2012.

BARBARA A. GOLD, EXAMINING ATTORNEY



David J. Kappas

Director of the United States Patent and Trademark Office