

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM741917

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
YourMechanic, Inc.		06/16/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wrench Repair and Maintenance, LLC		
Street Address:	1411 Fourth Avenue		
Internal Address:	Suite 1100		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98101		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4915539	YOURMECHANIC	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<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:	206-359-8000		
Email:	PCTrademarks@perkinscoie.com		
Correspondent Name:	Grace Han Stanton c/o Perkins Coie LLP		
Address Line 1:	P.O. Box 2608		
Address Line 4:	Seattle, WASHINGTON 98111		
NAME OF SUBMITTER:	Patrick J. Koncel		
SIGNATURE:	/Patrick J. Koncel/		
DATE SIGNED:	07/18/2022		
Total Attachments: 8			
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Intellectual Property Assignment Agreement

This Intellectual Property Assignment Agreement (“**IP Assignment**”), dated as of June 16, 2022, is made by YourMechanic, Inc. (“**Seller**”), a Delaware corporation, located at 20 Park Road, Suite K, Burlingame, California 94010 (“**Seller**”), in favor of Wrench Repair and Maintenance, LLC, a Delaware limited liability company, located at 1411 Fourth Avenue, Suite 1100, Seattle, WA 98101 (“**Buyer**”), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer and Wrench, Inc., on the one hand, and Seller and Paul Brusio, on the other, dated as of May 23, 2022 (the “**Purchase Agreement**”).

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the patent application set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

(b) the trademark registration set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) the domain names set forth on Schedule 3 hereto (the “**Domain Names**”);

(d) the unregistered intellectual property set forth on Schedule 4 hereto (the “**Unregistered Intellectual Property**”), together with, if any, the goodwill of the business connected with the use of, and symbolized by, the Unregistered Intellectual Property;

(e) all Company Intellectual Property (as defined in the Purchase Agreement), including all Registered Intellectual Property (as defined in the Purchase Agreement) not otherwise listed in the Schedules hereto;

(f) 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;

(g) 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

(h) 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 Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. **Terms of the Purchase Agreement.** The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the 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 IP. The representations, warranties, covenants, agreements, and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. **Counterparts.** This IP 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 IP Assignment delivered by facsimile, 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 IP Assignment.

5. **Successors and Assigns.** This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

YourMechanic, Inc.

DocuSigned by:
By Anthony Rodio

Name: Anthony Rodio

Title: Chief Executive Officer

Address for Notices:

20 Park Road, Suite K Burlingame,
CA 94010

AGREED TO AND ACCEPTED:

Wrench Repair and Maintenance, LLC

By _____

Name: _____

Title: _____

Address for Notices:

1411 Fourth Avenue, Suite 1100
Seattle, WA 98101

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

YourMechanic, Inc.

By _____

Name: _____

Title: _____

Address for Notices:

20 Park Road, Suite K
Burlingame, CA 94010

AGREED TO AND ACCEPTED:

Wrench Repair and Maintenance, LLC

DocuSigned by:

By Edward Petersen _____

Name: Edward Petersen

Title: President

Address for Notices:

1411 Fourth Avenue, Suite 1100
Seattle, WA 98101

SCHEDULE 1
ASSIGNED PATENTS

Patent Applications

Title	Jurisdiction	Status	Application/ Publication Number	Filing Date
System and method for skilled marketplace scheduling	US	Published	20220083950A1	09/17/2021

SCHEDULE 2

ASSIGNED TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
YOURMECHANIC	US	4915539	03/08/2016

SCHEDULE 3

ASSIGNED DOMAIN NAMES

Domain Names

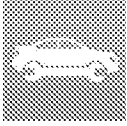
Domain Name	Registrar	Expiration/Renewal Date
yourmechanic.com	GoDaddy	07-06-2025
mechanics.com	GoDaddy	02-24-2026
yourmechanics.com	GoDaddy	07-17-2025
miamimechanics.com	GoDaddy	05-01-2025

SCHEDULE 4

ASSIGNED UNREGISTERED INTELLECTUAL PROPERTY

Unregistered Intellectual Property

- Seller's SaaS platform on its website.
- YourMechanic Mobile Car Repair Mobile App and accompanying unregistered trademarks, including the app's icon.



- YourMechanic Technician Mobile App and accompanying unregistered trademarks, including the app's icon.

