

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM741210

| | | | |
|---|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Kwik Industries, Inc. | | 05/12/2022 | Corporation: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | Grease Monkey International, LLC | | |
| Street Address: | 5575 DTC Pkwy, Suite 100 | | |
| City: | Greenwood Village | | |
| State/Country: | COLORADO | | |
| Postal Code: | 80111 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 90006966 | CERTIFIED KWIK KAR | |
| Registration Number: | 2344744 | KWIK KAR | |
| Registration Number: | 1994316 | KWIK KAR OIL & LUBE | |
| Registration Number: | 2090295 | KWIK KAR LUBE & TUNE | |
| Registration Number: | 1966096 | KWIK KAR WASH | |
| Registration Number: | 5821553 | GO KWIK | |
| Registration Number: | 2044005 | KWIK BRAKE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2066826031 | | |
| <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: | 2066224900 | | |
| Email: | USTM.Docketing@SeedIP.com | | |
| Correspondent Name: | Seed IP Law Group LLP | | |
| Address Line 1: | 701 5th Avenue, Suite 5400 | | |
| Address Line 4: | Seattle, WASHINGTON 98104 | | |
| ATTORNEY DOCKET NUMBER: | 410169.001 | | |
| NAME OF SUBMITTER: | Marc C. Levy | | |
| SIGNATURE: | /Marc C. Levy/ | | |

OP \$190.00 90006966

| | |
|---------------------|------------|
| DATE SIGNED: | 07/14/2022 |
|---------------------|------------|

Total Attachments: 7

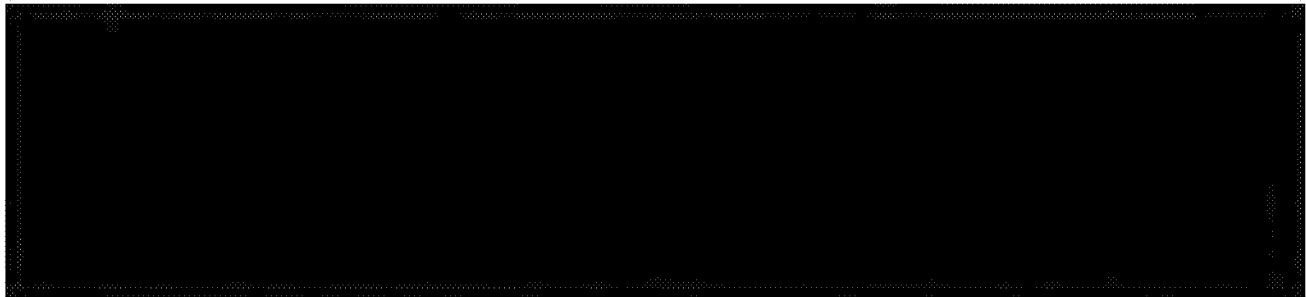
- source=Kwik Industries Agreement and Assignment#page1.tif
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INTELLECTUAL PROPERTY PURCHASE AGREEMENT

This INTELLECTUAL PROPERTY PURCHASE AGREEMENT (this "Agreement"), dated as of May 12, 2022, is made between Kwik Industries, Inc., a Texas corporation ("Seller"), and Grease Monkey International, LLC, a Delaware limited liability company ("Buyer"). Seller and Buyer are collectively referred to herein as the "Parties" and each, individually, a "Party".

RECITALS

WHEREAS, Seller owns certain trademarks and service marks, including the registrations and applications set forth in Exhibit A, together with all goodwill of the business associated therewith and symbolized thereby (collectively, the "Transferred IP");

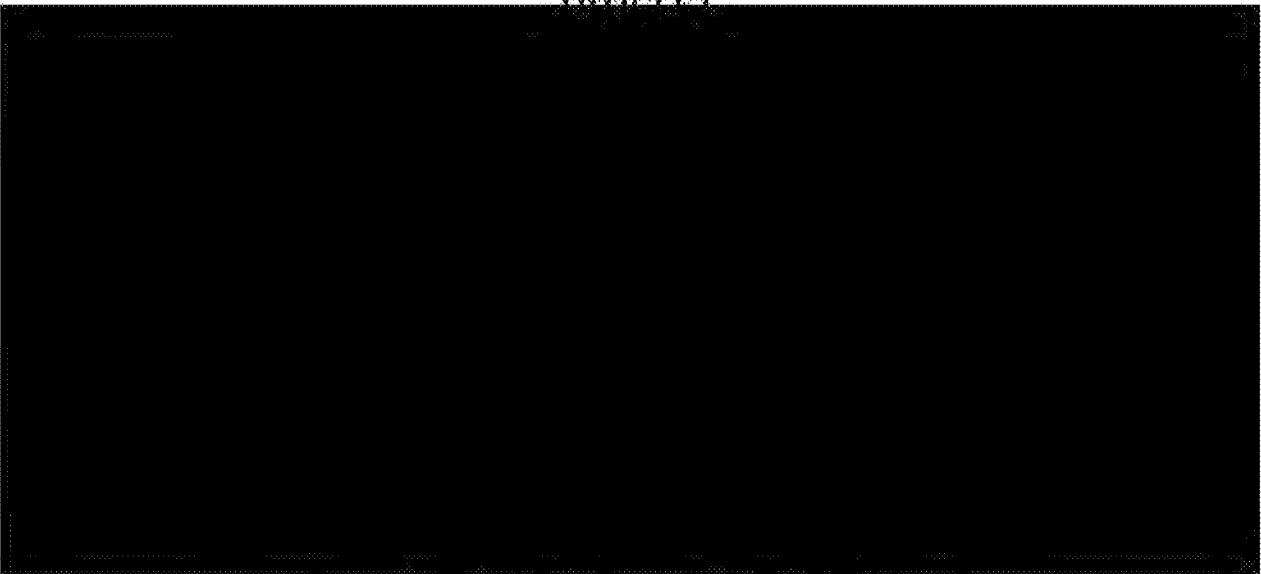


WHEREAS, Seller desires to sell, transfer, assign, convey and deliver to Buyer, and Buyer desires to purchase, accept and assume from Seller, all of Seller's rights, title and interest in and to the Transferred IP and all license agreements and other agreements authorizing use of any of the Transferred IP on the terms and subject to the conditions set forth in this Agreement.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

ARTICLE I

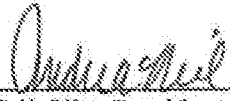


Signature Page to Intellectual Property Purchase Agreement

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

SELLER:

Kwik Industries, Inc.

By: 
Name: Andrea Neil, Vice President

BUYER:

Grease Monkey International, LLC

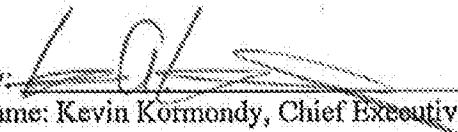
By: 
Name: Kevin Kormondy, Chief Executive Officer

EXHIBIT A
Transferred IP

Registered U.S. Trademarks

- Certified Kwik Kar (Serial Number 90006966)
- Kwik Kar (Serial Number 75562393)
- Kwik Kar Oil & Lube (Serial Number 7442218)
- Kwik Kar Lube & Tune (Serial Number 74442217)
- Kwik Kar Wash (Serial Number 74442216)
- Go Kwik (Serial Number 88270036)
- Kwik Brake (Serial Number 74442106)

Unregistered Trademarks

None

Domain Names

www.kwikind.com

www.kwikkar.com

www.gokwikparts.com

Intellectual Property Assignment and Assumption Agreement

This Intellectual Property Assignment and Assumption Agreement (this "Agreement") is made and entered into effective as of May ___, 2022 (the "Effective Date"), by and between Kwik Industries, Inc., a Texas corporation ("Assignor"), and Grease Monkey International, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as hereinafter defined).

WHEREAS, Assignor and Assignee have entered into that certain Intellectual Property Purchase Agreement of even date herewith (the "Purchase Agreement") pursuant to which Assignor has agreed to sell, transfer, assign, convey, and deliver to Assignee, and Assignee has agreed to purchase, accept and assume from Assignor, for the consideration and upon the terms and conditions set forth in the Purchase Agreement, all of Assignor's right, title and interest in and to the Transferred IP (the "Intellectual Property"); and

WHEREAS, Assignor desires to assign the Intellectual Property to Assignee and Assignee desires to accept the assignment of the Intellectual Property as set forth herein.

NOW, THEREFORE, in consideration of the above recitals, the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Purchase Agreement, the parties hereto hereby agree as follows:

1. Assignment. Assignor hereby irrevocably agrees to and sells, assigns, quitclaims, transfers, conveys, and delivers to Assignee all of Assignor's right, title, and interest in and to the Intellectual Property, including without limitation all Developments (as defined below) associated with the Intellectual Property and any and all goodwill associated with the trademarks included in the Intellectual Property, and Assignee hereby purchases, acquires and accepts the Intellectual Property from Assignor. "Developments" include copyright works, trademarks, service marks, mask works, engineering drawings, concepts, ideas, devices, know-how, trade names, industrial designs, patents, patent applications, re-issues, continuations, continuations in part, divisionals, renewals, integrated circuit topographies, inventions, discoveries, developments, ideas, plans, methodologies, designs, architectures, research data, trade secrets, technology, software and formulas, methods, algorithms, data structures, source codes, scripts, interfaces, computer system designs or programs, confidential information, interactive works, "convergence technology" relating to, used by or usable in, any Location, at whatever stage of development, that have been or will be developed, created, conceived or reduced to practice, including any derivative works of any of the foregoing, which were developed for or by, used in connection with, or created with the intent to be used in connection with the Transferred IP.

2. Further Assurances. To the extent consistent with the terms and conditions of the Purchase Agreement, the parties hereto hereby agree to take such additional actions and to execute, acknowledge and deliver any and all other acts, deeds, assignments, instruments or other documents as may be required to effect the intent and purposes of this Agreement and the transactions contemplated hereby. If the Assignee is unable, after reasonable effort, to secure the Assignor's signature on any such deeds, assignments, instruments or other documents for any reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly

authorized officers and agents as such Assignor's agent and attorney-in-fact, to act for and in such Assignor's behalf and stead to execute and file any such documents and to do all other lawfully permitted acts to further the prosecution, issuance and perfection of patent, trademark, copyright or other intellectual property registrations or any other legal protection thereon with the same legal force and effect as if executed by such Assignor.

3. Amendments and Waivers. This Agreement may be amended, modified and supplemented by written instrument authorized and executed by Assignor and Assignee at any time with respect to any of the terms contained herein. No waiver by any party hereto of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the party so waiving. The waiver by any party hereto of any provision of this Agreement or any breach or violation thereof shall not operate or be construed as a waiver of any other or subsequent act, breach or violation.

4. Terms of the Purchase Agreement. This Agreement is given to evidence further the transfers and assignments contemplated by the Purchase Agreement and, notwithstanding any other provisions of this Agreement to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, reduce, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, and any of the obligations, of Assignor or Assignee set forth in the Purchase Agreement. This Agreement is subject to and controlled by the terms of the Purchase Agreement. The Purchase Agreement, and all definitions contained therein (except in those instances wherein a term is defined in this Agreement) are fully incorporated into this Agreement, including, but not limited to, the definitions of the terms "Transferred IP" as set forth in the Purchase Agreement. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern.

5. No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors and permitted assigns and nothing herein is intended or shall be construed to confer upon any Person other than the parties hereto and their respective successors and permitted assigns any rights, remedies or claims under, or by any reason of, this Agreement or any term, covenant or condition hereof.

6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. Governing Law; Submission to Jurisdiction; Waivers. This Agreement and the parties' respective rights hereunder shall be governed by the laws of the State of Texas, without giving effect to any conflict of law provision. Assignor and Assignee hereby waive their right to claim in any proceeding involving this Agreement that the law of any jurisdiction other than the State of Texas shall apply to such dispute, and Assignor and Assignee hereby covenant that they shall assert no such claim in any dispute arising under this Agreement.

8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement, binding on all of the parties thereto. The parties hereto agree that facsimile or

portable document format (.pdf) copies of signatures shall be deemed originals for all purposes hereof and that a party hereto may produce such copies, without the need to produce original signatures, to prove the existence of this Agreement in any proceeding brought hereunder.

[Signature Page to Follow]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative as of the Effective Date.

ASSIGNOR:

Kwik Industries, Inc.

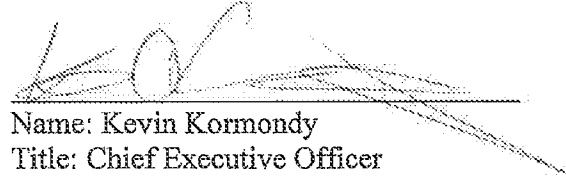


Name:

Title:

ASSIGNEE:

Grease Monkey International, LLC



Name: Kevin Kormondy

Title: Chief Executive Officer

[Signature Page to IP Assignment and Assumption Agreement]