

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM742147

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Plaza Tire Service, Inc.		12/31/2021	Corporation: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GB Auto Service, Inc.		
<b>Street Address:</b>	1830 E. Elliot Rd., Ste. 104		
<b>City:</b>	Tempe		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85284		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2735814	PLAZA TIRE SERVICE THE QUICK CHANGE ARTI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2138918763		
<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>			
<b>Email:</b>	rhonda.deleon@lw.com		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP		
<b>Address Line 1:</b>	355 SOUTH GRAND AVENUE		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90071-1560		
<b>ATTORNEY DOCKET NUMBER:</b>	057121-0425		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>SIGNATURE:</b>	/Rhonda DeLeon/		
<b>DATE SIGNED:</b>	07/19/2022		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“**Trademark Assignment**”) dated as of December 31, 2021 (the “**Effective Date**”), is made by Plaza Tire Service, Inc., a Missouri corporation, Mark E. Rhodes, individually and as Trustee of the Mark E. Rhodes Revocable Living Trust Agreement Dated April 1, 2004 (A/K/A Mark E. Rhodes Amended and Restated Revocable Living Trust Agreement Dated October 29, 2010, and Scott M. Rhodes, individually and as Trustee of the Scott M. Rhodes Revocable Living Trust Agreement Dated June 23, 1999 (A/K/A Scott M. Rhodes Amended and Restated Revocable Living Trust Agreement Dated October 24, 2007) (collectively, “**Assignor**”), in favor of GB Auto Service, Inc., a Delaware corporation (“**Assignee**”) (each, a “party” and collectively, the “parties”). Capitalized terms used but not defined in this Trademark Assignment have the meanings assigned to them in the Asset Purchase Agreement dated as of November 19, 2021 (the “**Purchase Agreement**”) between Assignor and Assignee.

### WITNESSETH:

WHEREAS, Assignor is the registered owner of the United States trademark, together with the goodwill of the business connected with the use of, or symbolized by, the foregoing, identified on Attachment 1 (collectively, the “**Trademark**”); and

WHEREAS, pursuant to the Purchase Agreement, Assignee has agreed to acquire and Assignor has agreed to assign the Trademark to Assignee;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Trademark Assignment and the Purchase Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Assignment.** Assignor hereby assigns and delivers to Assignee, and Assignee hereby accepts, free and clear of all Liens, all rights, title and interests Assignor holds to and under the Trademark, whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world, including without limitation all past and present goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registrations thereof, and all records and files related thereto, the right to claim priority in accordance with international treaties and conventions, the right to all income, royalties, damages and payments now or hereafter due or payable with respect to the Trademark, the right to prosecute, maintain and defend the Trademark before any public or private agency, office or registrar, together with the right to sue and recover damages for all causes of action (either in law or in equity). The assignment contemplated herein is intended to be an absolute assignment and not by way of security. Assignor hereby authorizes the Commissioner of Patents and Trademark in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of all of Assignor’s right, title and interest in, to and under the Trademark and to deliver to Assignee, and to Assignee’s attorneys, agents, successors or assigns, all official documents and communications.

2. **Further Assurances.** Assignor shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as are reasonably necessary to perfect and vest Assignee’s rights in and to the Trademark, including but not limited to, any documents and authorizations as are necessary to evidence and effectuate the formal transfer of the Trademark to Assignee.

3. **General Provisions.** This Trademark Assignment may be executed in two or more counterparts, all of which be considered one and the same agreement, and will become effective when one or more counterparts have been signed by a party and delivered to the other parties. Copies of executed counterparts transmitted by fax or email shall be considered original executed counterparts for purposes of this Section 3, provided that receipt of copies of such counterparts is confirmed. This Trademark Assignment may not be supplemented, altered, or modified in any manner, nor any provision waived, except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Trademark Assignment shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

4. **Governing Law.** The rights and obligations of the parties under this Trademark Assignment shall be governed by and construed in accordance with the laws of Delaware, without reference to conflict of laws principles. The parties agree that all disputes arising hereunder shall be adjudicated in the state and federal courts having jurisdiction over disputes arising in Delaware and both parties hereby agree to consent to the personal jurisdiction of such courts.

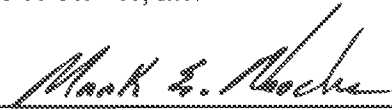
5. This Trademark Assignment is subject in all respects to the terms and conditions of the Purchase Agreement. Nothing contained in this Trademark Assignment shall be deemed to supersede, enlarge, modify, or waive any of the representations, warranties, covenants or other agreements contained in the Purchase Agreement. To the extent any provision of this Trademark Assignment is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

[The next page is the signature page.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

ASSIGNOR:

Plaza Tire Service, Inc.

By   
Mark E. Rhodes, President

ASSIGNEE:

GB Auto Service, Inc.

By \_\_\_\_\_  
Name: Evan Hershberg  
Title: President

*[Attachment 1]*

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Trademark Assignment Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

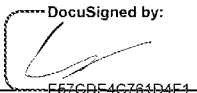
**ASSIGNOR:**

Plaza Tire Service, Inc.

By \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**

GB Auto Service, Inc.

By  \_\_\_\_\_  
Name: Evan Hershberg  
Title: President

**ATTACHMENT 1**

**TRADEMARK**

<b>JURISDICTION</b>	<b>TRADEMARK</b>	<b>CLASSES</b>	<b>STATUS</b>	<b>REGISTRATION NO.</b>
United States	PLAZA TIRE SERVICE THE QUICK CHANGE ARTIST	International Class 37 US Classes 100, 103, 106	Registered as of July 15, 2003	2,735,814

[Attachment 1]

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**RECORDED: 07/19/2022**

**TRADEMARK  
REEL: 007794 FRAME: 0581**