

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM770955

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MyFitment, LLC		10/27/2022	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	eBay Inc.		
Street Address:	2025 Hamilton Avenue		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95125		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	90081199	MYFITMENT ETELLIGENCE	
Registration Number:	4508005	MYFITMENT	
Registration Number:	6220691	KITMENT	
Registration Number:	6220693	MYFITMENT SELECT	
Registration Number:	6216571	INQUISITOR	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3032958180		
Email:	docket@hollandhart.com		
Correspondent Name:	Ester Martin		
Address Line 1:	555 17th Street PO Box 8749		
Address Line 2:	Attn: Trademark Docketing		
Address Line 4:	Denver, COLORADO 80201		
ATTORNEY DOCKET NUMBER:	78143.2349		
NAME OF SUBMITTER:	Ester Martin		
SIGNATURE:	/Ester Martin/		
DATE SIGNED:	11/30/2022		

CH \$140.00 90081199

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement, dated as of October 27, 2022 (the "**Trademark Assignment**"), is entered into by and between MyFitment, LLC, a North Carolina limited liability company ("**Subsidiary**") and eBay Inc., a Delaware corporation ("**eBay**") (each a "**Party**" and collectively the "**Parties**").

WHEREAS, eBay and Subsidiary are parties to a certain Equity Purchase Agreement dated as of August 23, 2022 ("**Purchase Agreement**"), by and among eBay, Subsidiary, and the other parties named therein;

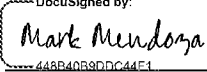
WHEREAS, pursuant to the Purchase Agreement, eBay has acquired Subsidiary, and in connection with the acquisition, Subsidiary desires to assign the Assigned Trademarks (as defined below) to eBay;

NOW, THEREFORE, for good and valuable consideration set forth herein and in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Assignment**. Subsidiary hereby irrevocably conveys, transfers, and assigns to eBay, free and clear of all encumbrances, and eBay hereby acquires from Subsidiary all of Subsidiary's right, title, and interest in and to the following:
 - a. all trademark registrations, trademark applications, and unregistered trademarks of the Subsidiary, including as set forth in Exhibit A hereto, and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
 - b. all rights of any kind whatsoever of Subsidiary accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - c. 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;
 - d. 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; and
 - e. any and all other rights and interests arising out of, in connection with or in relation to the Assigned Trademarks.
2. **Recordation and Further Actions**. Subsidiary hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by eBay. Subsidiary shall execute such written instruments, extend such other cooperation and perform such other acts as may be necessary or appropriate, in the opinion of eBay, to convey, establish, evidence, maintain, defend and enforce eBay's rights in the Assigned Trademarks; and Subsidiary hereby irrevocably appoints eBay and any of its officers as Subsidiary's attorney in fact to undertake such acts in Subsidiary's name.
3. **Successors and Assigns**. This Trademark Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.
4. **Governing Law**. This Trademark Assignment is made under and shall be construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Delaware to the rights and duties of the Parties.
5. **Counterparts**. This Trademark Assignment may be executed in two (2) or more copies, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Trademark Assignment delivered by 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 Trademark Assignment.

IN WITNESS WHEREOF, the Parties have each caused this Trademark Assignment to be duly executed by an authorized officer as of the date first written above.

Subsidiary: MyFitment, LLC

By: 
Name: Mark Mendoza
Title: Secretary

eBay: eBay Inc.

By: 
Name: Amber Leavitt
Title: Senior Director, Global IP

**EXHIBIT A
TRADEMARKS**

Registered Trademarks:

Trademark	Reg. No.	Reg. Date	Application Serial No.	Status	Class Description
myFitment	4,508,005	4/1/2014	85/939049	Registered	Class 42: Providing on-line non-downloadable software for parts and accessories categorization and information
KITMENT	6,220,691	12/15/2020	88/920624	Registered	Class 42: providing online non downloadable software and applications for transforming and unifying parts and accessories categorization and information across brands, categories, and parts within the automotive, marine, and industrial aftermarkets
MYFITMENT SELECT	6,220,693	12/15/2020	88/920636	Registered	Class 42: providing online non downloadable software and applications for vehicle parts and accessories categorization and information look up within the automotive, marine, and industrial aftermarkets
INQUISITOR	6,216,571	12/8/2020	88/925444	Registered	Class 42: providing online non downloadable software and applications to search brands and part numbers within the automotive, marine, and industrial aftermarkets
MYFITMENT ETELLIGENCE		Application Date: 7/29/2020	90/081199	Pending/ Allowed	Class 42: providing on-line non downloadable software and applications for promoting electronic commerce within the automotive, marine, and industrial aftermarkets