

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM776663

<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>
Jack Williams Tire Co., Inc.		05/09/2022	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mavis Southeast LLC		
<b>Street Address:</b>	358 Saw Mill River Road		
<b>City:</b>	Millwood		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10546		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2728840	AUTO ADDICTIONS	
<b>Serial Number:</b>	97026449	JACK MOBILE TIRE INSTALLATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027785439		
<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>Phone:</b>	202-662-5439		
<b>Email:</b>	trademarks@cov.com		
<b>Correspondent Name:</b>	Marie Lavalleye		
<b>Address Line 1:</b>	One CityCenter, 850 Tenth Street NW		
<b>Address Line 4:</b>	Washington, D.C. 20001		
<b>ATTORNEY DOCKET NUMBER:</b>	034587.00018		
<b>NAME OF SUBMITTER:</b>	Marie Lavalleye		
<b>SIGNATURE:</b>	/Marie Lavalleye/		
<b>DATE SIGNED:</b>	12/27/2022		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Trademark Assignment”) is made as of May 9, 2022 (the “Effective Date”), by and between Mavis Southeast LLC, a Delaware limited liability company (“Buyer”), and Jack Williams Tire Co. Inc., a Pennsylvania corporation (“JWTC”), and Hot Shotz Delivery, LLC, a Pennsylvania limited liability company (“Hot Shotz”, and together with JWTC, collectively the “Seller”). Unless otherwise indicated, capitalized terms used but not otherwise defined in this Agreement have the meanings ascribed to such terms in the Asset Purchase Agreement (as defined below).

WHEREAS, Seller is the sole and exclusive owner of all rights, title and interest in, to and under the Marks in the Transferred Company Names and Marks, including the federal application and registration and state trademark registrations identified on Schedule I attached hereto (collectively, the “Assigned Marks”); and

WHEREAS, Seller and Buyer have entered into that certain Asset Purchase Agreement, dated as of February 16, 2022 (the “Asset Purchase Agreement”), pursuant to which, among other things, Seller agreed to assign, or cause to be assigned, to Buyer all of Seller's rights, title and interest in, to and under the Assigned Marks.

NOW, THEREFORE, pursuant and subject to the terms of the Asset Purchase Agreement and in consideration of the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Seller hereby irrevocably, without reservation, sells, assigns, transfers, conveys and delivers to Buyer, and Buyer hereby purchases and accepts from Seller, all of Seller’s rights, title, and interest in and to the Assigned Marks, including all common law and statutory rights therein, all trademark and service mark registrations and applications therefor, all proceeds, benefits, privileges, causes of action, and remedies relating thereto, all rights to bring any and all actions, whether at law or in equity, for past, present and future infringement, dilution, misappropriation, misuse or other violation thereof, and all rights to secure and recover damages, profits and injunctive relief for all past, present or future infringement, dilution, misappropriation, misuse, or other violation thereof, together with all goodwill of the business connected with the use thereof, and symbolized thereby (collectively, the “Assigned IP Rights”).

2. Seller hereby authorizes Buyer to record this Assignment with the U.S. Patent and Trademark Office and with the Pennsylvania equivalent thereof.

3. Seller shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and, at Buyer’s sole expense, do and cause to be done such further acts and things, including the execution, delivery and filing of confirmatory and other assignments, powers and other documents and instruments, as may be necessary to, or as Buyer may reasonably request to, update the ownership records for each of the Assigned Marks and otherwise vest in Buyer all rights, title and interest in and to the Assigned IP Rights, including in and to all Assigned Marks.

4. This Agreement is being delivered pursuant to the Asset Purchase Agreement and will be construed consistently with the Asset Purchase Agreement. This Agreement is not intended to, and does not, in any manner enhance, diminish or otherwise modify the rights and obligations of the Parties under the Asset Purchase Agreement. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement will govern.

5. This Agreement shall be construed in accordance with the laws of 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).

6. Seller may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Buyer. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the parties hereto. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as shall inure to a successor or permitted assignee pursuant to this Section 6. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement and their successors and assigns.


7. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (whether electronic, fax or otherwise) of this Agreement may be made and relied upon to the same extent as an original. The exchange of copies of this Agreement and of signature pages by fax transmission, e-mail or other electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by fax, e-mail or other electronic transmission shall be deemed to be their original signatures for all purposes.

*[Remainder of Page Left Intentionally Blank]*

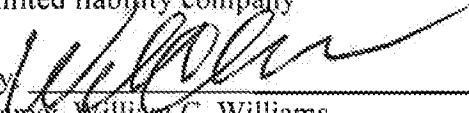
IN WITNESS WHEREOF, each of Seller and Buyer has duly executed this Agreement, all effective as of the date first written above.

**SELLER:**

**JACK WILLIAMS TIRE CO., INC., a**  
Pennsylvania corporation

By:   
Name: Scott Williams  
Title: President

**HOT SHOTZ DELIVERY, LLC, a Pennsylvania**  
limited liability company

By:   
Name: William C. Williams  
Title: Managing Member

[Signature Page to Trademark Assignment]

**TRADEMARK**  
**REEL: 007930 FRAME: 0790**


**BUYER:**

**MAVIS SOUTHEAST LLC, a**  
Delaware limited liability company

By: \_\_\_\_\_  
Name: David J. Seward  
Title: Co-CEO

**Schedule I**

**Assigned Application and Registrations**

<b>Jurisdiction</b>	<b>Mark</b>	<b>App. Date</b>	<b>App No.</b>	<b>Reg. Date</b>	<b>Reg. No.</b>
USPTO	AUTO ADDICTIONS	May 10, 2002	76405533	June 24, 2003	2728840
USPTO		September 14, 2021	97026449	N/A	N/A
PA	JACK WILLIAMS TIRE & AUTO SERVICE CENTERS	N/A	N/A	January 27, 2011	3341232
PA	JACK WILLIAMS TIRE COMPANY, INC.	N/A	N/A	January 27, 2011	3341231
PA	HOT SHOTZ	N/A	N/A	January 27, 2011	3341233