

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM782708

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900721861		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Crown Collision Center, Inc.		11/30/2021	Corporation: RHODE ISLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Crown OpCo LLC		
<b>Street Address:</b>	229 East 85th Street, P.O. Box B		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10028		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6198222	OUR SUCCESS IS NO ACCIDENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2149994283		
<b>Email:</b>	ipdocketing@foley.com		
<b>Correspondent Name:</b>	TUAN TRAN/ FOLEY & LARDNER LLP		
<b>Address Line 1:</b>	2021 McKinney Avenue		
<b>Address Line 2:</b>	Suite 1600		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	128511-3001		
<b>NAME OF SUBMITTER:</b>	TUAN TRAN		
<b>SIGNATURE:</b>	/TUAN TRAN/		
<b>DATE SIGNED:</b>	01/26/2023		
<b>Total Attachments: 8</b>			
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source=REDACTED excerpt Ocean - Purchase Agmt - Crown OpCo LLC[46]#page2.tif			
source=REDACTED excerpt Ocean - Purchase Agmt - Crown OpCo LLC[46]#page3.tif			

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**ASSET PURCHASE AGREEMENT**

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is entered into as of October 22, 2021 (the "Effective Date"), by and among Crown OpCo LLC, a Delaware limited liability company or its designee (together with its successors and assigns, "Purchaser"), REDACTED and Crown Collision Center, Inc. ("Company" or "Seller", and together with Owner, "Seller Parties"). Purchaser and each of the Seller Parties may be referred to collectively as the "Parties" and in the singular as a "Party."

**RECITALS**

A. Seller operates a business (the "Business") specializing in the repair of motor vehicles and related business activities operating under the name Crown Collision Center

REDACTED

B.

REDACTED

C. Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, substantially all of Seller's assets, for such consideration and upon such other terms and conditions as are set forth herein.

IN CONSIDERATION of the foregoing and the mutual covenants, agreements, conditions, representations and warranties set forth herein, the Parties agree as follows:

**ARTICLE 1  
PURCHASE AND ASSUMPTION**

**Section 1.1 Acquired Assets.** On the terms and subject to the conditions set forth in this Agreement, Seller shall on the Closing Date (as defined below) sell, transfer, assign and deliver to Purchaser, all of the assets, property and rights owned or used by Seller Parties, directly or indirectly, in operation of the Business, free and clear of all Liens (defined below), excluding only the Excluded Assets (as defined below) (the "Acquired Assets"). The Acquired Assets shall include, but not be limited to: (a) all copyrights, trademarks, trade secrets, customer information, goodwill, "doing business as" names,



REDACTED



REDACTED



(10) IP Assignment. An assignment of all of the intellectual property rights, including patent and trademark assignments (the "IP Assignments") in form and substance reasonably satisfactory to the Seller Parties and Purchaser, duly executed by Seller Parties;

(11)

(12)

(13)

(14)

(15)

(16)

(17)



REDACTED

(b)

(1)

(2)

(3)

(4)

(5)

(6)

(7)

(8)

(9)



Section 3.3



REDACTED

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

**PURCHASER:**

**CROWN OPCO LLC**

A handwritten signature in cursive script, appearing to read 'Scott Leffler', is written over a horizontal line.

By: Scott Leffler  
Its: Manager

[Purchaser's Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

**SELLER:**

**CROWN COLLISION CENTER, INC.**



By: Edward Breault  
Its: President

**OWNER:**



Edward Breault

## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "IP Assignment"), effective as of November 30, 2021 (the "Effective Date"), is by and between Crown Collision Center, Inc., a Rhode Island corporation ("Assignor"), and Crown OpCo LLC, a Delaware limited liability company ("Assignee").

### WITNESSETH:

**WHEREAS**, Assignor is the owner of certain intellectual property as identified on the attached Schedule A (the "Intellectual Property"), and

**WHEREAS**, Assignee desires to acquire the entire right, title, and interest in and to the Intellectual Property, and in and to any patent or patents (or any other forms of exclusive claims) that may issue thereon, rely thereon, or claim priority therefrom.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor assigns to Assignee, all right, title, and interest in and to the Intellectual Property, including all right, title, and interest in and to all patent applications that claim priority therefrom, all patents which may be granted therefor, or which claim priority therefrom or rely thereon, including, for example, all divisions, continuations, continuations-in-part, reissues, reexaminations, utility models, industrial designs, and extensions thereof, whether in the United States or elsewhere in the world. Assignor authorizes and requests the United States Patent and Trademark Office and all foreign patent offices (or other patent issuing authorities) to issue all patents for the Intellectual Property, or patents resulting therefrom, or claiming priority or relying thereon, insofar as Assignor's interest is concerned, to Assignee and its successors and assigns.

Assignor also assigns to Assignee, all right, title, and interest in and to the Intellectual Property throughout the world, including the United States and its territorial possessions and in all foreign countries, including all rights to claim priority, in and to any and all subject matter that is disclosed in the Intellectual Property, and the right to file applications and obtain patents, utility models, industrial models, and designs for the Intellectual Property in its own name throughout the world.

Assignor further agrees to execute any and all applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such right, title, and interest in Assignee granted hereunder.

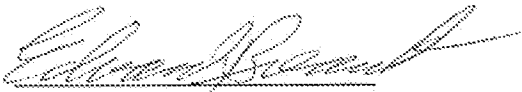
Assignor hereby assigns to Assignee any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any of the Intellectual Property; and any and all claims and causes of action with respect to any of the Intellectual Property, whether accruing before, on, or after the Effective Date, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

future infringement, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

This IP Assignment shall be binding on the parties' successors, assigns, and legal representatives and shall be interpreted according to the laws of the State of New York, United States of America, without regard to the application of any law, rule or regulation that would result in the application of the law of another jurisdiction.

**ASSIGNOR:**

**CROWN COLLISION CENTER, INC.**

By:   
Name: Edward Breault  
Title: President

**ASSIGNEE:**

**CROWN OPCO LLC**

By: \_\_\_\_\_  
Name: Scott Leffler  
Title: Manager

*[Signature Page to Intellectual Property Assignment Agreement]*



future infringement, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

This IP Assignment shall be binding on the parties' successors, assigns, and legal representatives and shall be interpreted according to the laws of the State of New York, United States of America, without regard to the application of any law, rule or regulation that would result in the application of the law of another jurisdiction.

**ASSIGNOR:**

**CROWN COLLISION CENTER, INC.**

By: \_\_\_\_\_  
Name: Edward Breault  
Title: President

**ASSIGNEE:**

**CROWN OPCO LLC**

By:  \_\_\_\_\_  
Name: Scott Leffler  
Title: Manager

## SCHEDULE A

### *Service Mark*

Service Mark Registration No. 6,198,222, "Our success is no accident"

### *Domain names:*

autobody-rhodeisland.com;  
autobody-swanssea.com;  
autobodybristol.com;  
autobodyeastgreenwich.com;  
autobodyjamestown.com;  
autobodylittlecompton.com;  
autobodymiddletown.com;  
autobodynarragansett.com;  
autobodynewport.com;  
autobodynorthkingstown.com;  
autobodypawtucket.com;  
autobodyportsmouth.com;  
autobodyseekonk.com;  
autobodytiverton.com;  
bristolautobody.com;  
crowncollisioncenters.com;  
eastprovidenceautobody.com;  
littlecomptonautobody.com;  
middletownautobody.com;  
northkingstownautobody.com;  
rhodeisland-autobody.com;  
rhodeislandautobody.com;  
swanssea-autobody.com;  
tivertonautobody.com;  
whengoodasnewisthestandard.com;  
wheregoodasnewisthestandard.com;

### *Trade Name*

Crown Collision Centers

### *Other Intellectual Property*

Company logo, as available at <https://crowncollision.com/>