

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM810472

<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>
Kwik Industries, Inc.		05/10/2023	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Grease Monkey International, LLC		
<b>Street Address:</b>	5575 DTC Parkway		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Greenwood Village		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80111		
<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>	5493986	KWIK	
<b>Registration Number:</b>	5309175	KWIK	
<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>	7202951847		
<b>Email:</b>	jessica@stonelevyllc.com		
<b>Correspondent Name:</b>	Jessica Stone Levy		
<b>Address Line 1:</b>	4950 S. Yosemite St., F2-354		
<b>Address Line 4:</b>	Greenwood Village, COLORADO 80111		
<b>ATTORNEY DOCKET NUMBER:</b>	Grease Monkey		
<b>NAME OF SUBMITTER:</b>	Jessica Stone Levy		
<b>SIGNATURE:</b>	/Jessica Stone Levy/		
<b>DATE SIGNED:</b>	05/15/2023		
<b>Total Attachments: 4</b>			
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## Trademark Assignment and Assumption Agreement

This Trademark Assignment and Assumption Agreement (this “Agreement”) is made as of May 10, 2023 and effective as of May 12, 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 as of May 12, 2022 (the “Purchase Agreement”) pursuant to which Assignor sold, transferred, assigned, conveyed, and delivered to Assignee, and Assignee purchased, accepted and assumed 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 trademarks set forth on Exhibit A hereto and all goodwill associated therewith (the “Assigned Trademarks”); and

**WHEREAS**, Assignor now further assigns to Assignee the Assigned Trademarks that were contemplated to be transferred under the terms of the Purchase Agreement and Assignee desires to accept the assignment of the Assigned Trademarks 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 Assigned Trademarks , and any and all goodwill associated therewith, and Assignee hereby purchases, acquires and accepts the Assigned Trademarks from Assignor.

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. 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.

*Remainder of page intentionally left blank; signature page follows.*

**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:**

**Assignee:**

KWIK INDUSTRIES, INC.

GREASE MONKEY INTERNATIONAL, LLC

By: DocuSigned by:  
Andrea Neil  
267202B83C0E42E...

By: DocuSigned by:  
[Signature]  
75240FA0DB08418...

Name: Andrea Neil

Name: Ron Stilwell

Title: Vice-President/CFO

Title: President

Exhibit A

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Class	Status
<b>KWIK</b>	87975371	7/26/2016	5493986	6/12/2018	35	Registered
<b>KWIK</b>	87116559	7/26/2016	5309175	10/17/2017	37	Registered