

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM814725

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AUTOANYTHING, INC.		02/26/2018	Corporation: NEVADA

RECEIVING PARTY DATA

Name:	AXLE ACQUISITION, INC.
Street Address:	6602 Convoy Ct., Suite 200
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92111
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3452544	AUTOANYTHING
Registration Number:	5525098	PROZ
Registration Number:	5661700	PROZ
Registration Number:	5525121	TRU XP
Registration Number:	5612138	TRU XP
Registration Number:	5710079	TRUAP
Registration Number:	5586667	TRUAP
Registration Number:	5728269	TRUAP
Registration Number:	5022070	TRUXP

CORRESPONDENCE DATA

Fax Number: 7132252340

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.

Phone: 7132226157

Email: HouUSPTO@seyfarth.com

Correspondent Name: Seyfarth Shaw LLP

Address Line 1: 711 Milam Street, Suite 1400

Address Line 2: Sharad K. Bijanki

Address Line 4: Houston, TEXAS 77002

CH \$240.00 3452544

ATTORNEY DOCKET NUMBER:	114124-000003
NAME OF SUBMITTER:	Sharad K. Bijanki
SIGNATURE:	/Sharad K. Bijanki/
DATE SIGNED:	06/02/2023

Total Attachments: 6

source=2018-02-26 Trademark Assignment - AutoAnything, Inc (NV) to Axle Acquisition, Inc. (DE)#page1.tif
source=2018-02-26 Trademark Assignment - AutoAnything, Inc (NV) to Axle Acquisition, Inc. (DE)#page2.tif
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of February 26, 2018 ("Effective Date"), by AUTOANYTHING, INC, a Nevada corporation ("Assignor"), in favor of Axle Acquisition, Inc., a Delaware corporation ("Assignee"). Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignee, together with Assignor, and Parent have entered into that certain Asset Purchase Agreement, dated as of February 26, 2018 (the "Asset Purchase Agreement"), pursuant to which Assignor and Parent agreed to sell to Assignee, and Assignee agreed to purchase from Assignor and Parent, certain assets of Assignor; and

WHEREAS, in connection with the transactions contemplated by the Asset Purchase Agreement, Assignor desires to assign to Assignee, and Assignee desires to acquire, all of Assignor's right, title and interest in and to all trademarks, service marks, trade names, service names, brand names, trade dress rights, logos and corporate names, and all other indicia or origin, and all applications, registrations and renewals thereof, including, without limitation, the trademark registrations and applications listed in Appendix A, together with the goodwill of the business associated with the foregoing (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration (the receipt, adequacy, and sufficiency of which are hereby acknowledged), the parties hereby agree as follows:

1. Assignor does hereby sell, convey, transfer, assign, and deliver to Assignee, and Assignee hereby acquires from Assignor, free and clear of all liens and Encumbrances, all of Assignor's right, title and interest of Assignor in and to the Marks, together with all goodwill associated therewith and all trademark registrations, applications, and renewals in connection with such Marks, and any other rights Assignor now has or to which Assignor may become entitled under existing or subsequently enacted federal, state, or foreign laws, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect income, royalties, damages, products, proceeds and payments due or payable as of the Effective Date or thereafter with respect to the foregoing, including all claims for past, present, or future infringement, dilution or misappropriation of the foregoing, with the right to sue for and collect the same. Assignor shall execute and deliver such further and other documents as may be reasonably necessary to give effect to this Assignment and to carry out its provisions.
2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Assignee as the owner of the Marks identified on Annex A.
3. Assignor shall take such further actions, and shall execute and deliver such further and other documents, as may be reasonably requested by Assignee to give effect to this Assignment and to carry out its provisions.
4. If the Marks are the subject of an application based on Assignor's *bona fide* intent to use the Marks in commerce, Assignor hereby represents that Assignee is the successor to the portion of Assignor's ongoing and existing business to which the applications and the Marks pertain.

5. This Assignment shall in all respects be construed in accordance with and governed by the laws of the State of Delaware without regard to any conflicts of laws principles that would require the application of any other law. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. If any term, provision, covenant, or condition of this Assignment, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Assignment and such term, provision, covenant, or condition as applied to other persons, places, and circumstances shall remain in full force and effect. This Assignment may be amended, modified, or supplemented only by a written agreement signed by the authorized representatives of Assignor and Assignee. Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Assignment in accordance with and subject to all the terms, provisions, and limitations set forth in the Asset Purchase Agreement. Nothing in this Assignment shall alter any liability or obligation of the Assignor or the Assignee arising under the Asset Purchase Agreement. If there shall be any conflict between the terms of this Assignment and the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall govern and control.

[The remainder of this page intentionally left blank; signature page(s) follow.]

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 008090 FRAME: 0314

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

AUTOANYTHING, INC.

By: _____
Name: William T. Giles
Title: CFO, EVP Finance and Information Technology

By: _____
Name: J. Scott Murphy
Title: VP, Strategic Planning and Business Development

AXLE ACQUISITION, INC.

By: Alex Wolf
Name: Alex Wolf
Title: President

**APPENDIX A
MARKS**

Foreign Trademarks			
Trademark/Service Mark	Jurisdiction	Status	Reg. No. Reg. Date
AUTOANYTHING	Australia	Registered	1586008 October 16, 2013
AUTOANYTHING & design (horizontal)	Australia	Registered	1771883 January 10, 2017
AUTOANYTHING	Canada	Registered	756944 January 13, 2010
AUTOANYTHING & design (horizontal)	Canada	Pending	App. No. 1796017 App. Date August 16, 2016
AUTOANYTHING & design (stacked)	Canada	Pending	App. No. 1796061 App. Date August 16, 2016
AUTOANYTHING	EUTM	Registered	12227419 March 11, 2014
AUTOANYTHING	New Zealand	Registered	988626 May 28, 2014
United States Trademarks			
Trademarks/Service Mark	Serial No. Filing Date	Status	Reg. No. Reg. Date
AUTOANYTHING.COM	77239994 July 26, 2007	Registered	3529852 November 11, 2008
AUTOANYTHING	77239991 July 26, 2007	Registered	3452544 June 24, 2008
TRUXP	86865552 January 5, 2016	Registered	5022070 August 16, 2016
AUTO ANYTHING	86944116 March 17, 2016	Registered	5075215 November 1, 2016
AUTO ANYTHING	86944102 March 17, 2016	Registered	5130438 January 24, 2017
MODSQUAD	United States 86889293 January 28, 2016	Published for Opposition	Pending
TRUAP	86890824 January 29, 2016	Published for Opposition	Pending
TRU XP (design)	86540525 February 20, 2015	Published for Opposition	Pending
PROZ	86425869 October 16, 2014	Published for Opposition	Pending
PROZ & design	86545743 February 25, 2015	Published for Opposition	Pending
TRU XP	86459678 November 20, 2014	Published for Opposition	Pending

TRUAP (design)	87118156 July 27, 2016	Published for Opposition	Pending
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APPENDIX A