

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807690

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSET PURCHASE AGREEMENT of Entire Interest and Goodwill		
RESUBMIT DOCUMENT ID:	900757865		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NWDG INC.		12/15/2022	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	COLLEX OPCO LLC		
Street Address:	229 East 85th Street		
Internal Address:	P.O. Box B		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10028		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3546691	A COMFORTABLE SOLUTION TO AN UNCOMFORTAB	
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:	2149994283		
Email:	ipdocketing@foley.com		
Correspondent Name:	TUAN TRAN/ FOLEY & LARDNER LLP		
Address Line 1:	2021 McKinney Avenue		
Address Line 2:	Suite 1600		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	128511-3002		
NAME OF SUBMITTER:	TUAN TRAN		
SIGNATURE:	/TUAN TRAN/		
DATE SIGNED:	05/03/2023		
Total Attachments: 6			
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is entered into as of December 15, 2022 (the "Effective Date"), by and among Collex Opco LLC, a Delaware limited liability company ("Purchaser") REDACTED and NWDG Inc., a New Jersey corporation (the "Company" or "Seller", and together with the Owner, the "Seller Parties"). Purchaser and each of the Seller Parties may be referred to collectively as the "Parties" and in the singular as a "Party." REDACTED is executing this Agreement for the limited purposes set forth herein.

RECITALS

A. Seller operates a business specializing in the repair of motor vehicles and related business activities (the "Business") REDACTED

REDACTED

B. REDACTED

C. REDACTED

D. Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, the Acquired Assets (as defined below), 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 I
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 right, title, and interest of the Seller Parties (as applicable) in and to the assets, property and rights directly or indirectly owned or used by the Seller Parties in the operation of the Business, free and clear of all Liens (as defined below), excluding only the Excluded Assets (as defined below) (the "Acquired Assets"). The Acquired Assets shall include: (a) all copyrights, trademarks, trade secrets, customer information, goodwill, "doing business as" names

↑
REDACTED
↓

(c)

(d)

(e)

(f)

REDACTED

(g)

(1)

(2)

(3)

Section 4.12 Intellectual Property. Schedule 4.12 sets forth a true and complete list of all trade names, trademarks, service marks, assumed names, and other intellectual property that Seller owns, licenses, or otherwise has an interest in or uses, including domain names, web site content, copyrights, works of authorship, software, manufacturing processes, batch tickets, formulae, technology, trade secrets and know

how (collectively, the "Intangible Assets"). Seller has all right, title, and interest to (or, in the case of Intangible Assets that are licensed, the right to use) the Intangible Assets free and clear of all Liens, and in conducting the Business, the Seller Parties have not received any written notice from any Person of any alleged infringement upon or other conflict with the rights of others. To the Knowledge of the Seller Parties, there is no actual or alleged infringement of or conflict by others with the Intangible Assets. The Seller Parties have taken all actions reasonably necessary to protect the Intangible Assets and its interest therein in accordance with customary business practices. Owner does not own or have any interest in the Intangible Assets used by Seller.

Section 4.13

Section 4.14

(a)

REDACTED

(b)

(c)

(d)

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

PURCHASER:

Collex Opco LLC

By: Philip Taub
Name: Philip Taub
Its: Manager

{Purchaser's Signature Page}

SELLER:

NWDG Inc.

By: 

Name: Michael Grant
Is: President

REDACTED

[Seller Part as Signature Page]

SCHEDULE 4.12
TO
ASSET PURCHASE AGREEMENT

INTELLECTUAL PROPERTY

REDACTED

2. Trademark:

Word Mark	A COMFORTABLE SOLUTION TO AN UNCOMFORTABLE SITUATION
Goods and Services	IC 037. US 100 103 106. G & S: Vehicle repair and maintenance. FIRST USE: 20040000. FIRST USE IN COMMERCE: 20040000
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	77463584
Filing Date	May 1, 2008
Current Basis	1A
Original Filing Basis	1A
Published for Opposition	September 30, 2008
Registration Number	3546691
Registration Date	December 16, 2008
Owner	(REGISTRANT) NWDG INC. CORPORATION NEW JERSEY 435 Shrewsbury Avenue Shrewsbury NEW JERSEY 07702
Type of Mark	SERVICE MARK
Register	PRINCIPAL
Affidavit Text	SECT 8 (6-YR). SECTION 8(10-YR) 20181105.
Renewal	1ST RENEWAL 20181105
Live/Dead Indicator	LIVE

3.

REDACTED

4.

REDACTED