

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM823032

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TBC Trademarks, LLC		04/18/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Mavis Tire Supply LLC		
Street Address:	358 Saw Mill River Road		
City:	Millwood		
State/Country:	NEW YORK		
Postal Code:	10546		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	5753280	NTB	
Registration Number:	3980802	NTB	
Registration Number:	5905410	NTB	
Registration Number:	5381295		
Registration Number:	5783468	NTB CAR WASH	
Registration Number:	5538629	NTB TIRE & SERVICE CENTERS	
Registration Number:	3992577	NATIONAL TIRE AND BATTERY	
Registration Number:	1907199	MERCHANT'S	
Registration Number:	1420446	MERCHANT'S TIRE & AUTO CENTERS	
Registration Number:	6760623	TIRE KINGDOM	
Registration Number:	1838215	TIRE KINGDOM	
Registration Number:	4636565	TIRE KINGDOM	
Registration Number:	6082071	TIRE KINGDOM	
Registration Number:	5095757	TIRE KINGDOM	
Registration Number:	2864332	TIRE KINGDOM	
Registration Number:	2850390	TIRE KINGDOM	
Serial Number:	97208661	NTB	
Serial Number:	97334716	TIRE KINGDOM	

CH \$465.00 5753280

CORRESPONDENCE DATA**Fax Number:** 3128622200*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:** 3128628738**Email:** michelle.nowicki@kirkland.com**Correspondent Name:** Michelle Nowicki**Address Line 1:** 300 N. LaSalle**Address Line 2:** Kirkland & Ellis LLP**Address Line 4:** Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	52710-4
NAME OF SUBMITTER:	Michelle Nowicki
SIGNATURE:	/Michelle Nowicki/
DATE SIGNED:	07/10/2023

Total Attachments: 7

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Trademark Assignment

This Trademark Assignment (“**Assignment**”) is made as of April 18, 2023, between TBC Trademarks, LLC, a Delaware limited liability company, having a place of business at 2215-B Renaissance Drive in Las Vegas, NV (“**Assignor**”), and Mavis Tire Supply LLC, a Delaware limited liability company, having a place of business at 358 Saw Mill River Road, Millwood, NY 10546 (“**Assignee**”).

WHEREAS, Assignor is the owner of all right, title and interest in, to and under the trademark registrations, pending applications identified on the attached Schedule A (“**Schedule A Marks**”), the domain names identified on the attached Schedule B and the unregistered trademarks and logos therefor, together with the goodwill of the business associated therewith (collectively, the “**Trademarks**”);

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, Assignee desires to acquire the entire right, title and interest in, to and under, the Trademarks. Terms not otherwise defined have the meaning given in the Purchase Agreement.

NOW, THEREFORE, for and in consideration of the covenants contained in this Assignment and the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

1. Effective Date. The operative provisions of this Assignment shall be effective as of the Closing without any further action by the parties (the date of the Closing, the “**Effective Date**”). This Assignment shall automatically terminate upon the termination of the Purchase Agreement in accordance with its terms.
2. Assignment. The parties acknowledge and agree that for the marks identified on Schedule A filed as intent to use applications, Assignee is a successor to the Assignor’s business, or portion thereof, to which the trademarks pertain, and the business is ongoing and existing. Effective as of the Effective Date, Assignor hereby sells, conveys, assigns, and transfers to Assignee, any and all of Assignor’s right, title and interest in, to and under the Trademarks (including, without limitation, the goodwill associated therewith) in the United States (and throughout the world to the extent of Assignor’s ownership) (if any), the same to be held and enjoyed by Assignee as fully and completely as by Assignor had this Assignment not been made, including, without limitation, all registrations and applications therefor, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside of the United States based in whole or in part upon the Trademarks, and all corresponding rights that are or may be secured under the laws of the United States or any foreign country (if applicable), now or hereafter arising or in effect, and all rights and remedies (including, without limitation, the right to sue for and recover damages, profits and any other remedy) for past, present or future infringement, misappropriation, or other violation relating to any of the foregoing, together with any priority right that may arise from any of the foregoing.
3. Representations and Warranties. Assignor hereby represents and warrants to Assignee as follows: (a) Assignor owns and has the right to convey, assign and transfer to Assignee, the Trademarks (and exclusively owns the registrations for the Schedule A Marks); and (b) there has not been any Action (as defined in the Purchase Agreement) relating to the validity,

enforceability or use of any of the Trademarks. As of the Effective Date of this Assignment, Assignor acknowledges and agrees that Assignee shall exclusively own the registrations for all Trademarks.

4. Recording. This Assignment has been executed and delivered by Assignor to Assignee for the purpose of recording this Assignment with any applicable governmental authorities, and the parties hereby authorize any such governmental authorities to record this Assignment. All recording costs shall be borne by Assignee.
5. Further Assurances. From time to time following the date hereof, Assignor shall execute and deliver such other instruments of conveyance, assignment, transfer and delivery or other documents and take or cause to be taken such other actions as Assignee reasonably may request in order to record, perfect or otherwise effectuate the assignment granted hereunder. In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern.
6. Successors. This Assignment and all covenants and agreements contained herein and rights, interests or obligations hereunder, by or on behalf of any of the parties hereto, shall bind and inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not.
7. Governing Law. This Assignment and all disputes arising hereunder shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).
8. Purchase Agreement. "Purchase Agreement" means that certain Stock Purchase Agreement dated as of April 18, 2023 by and among Mavis Tire Supply LLC, Mavis Tire Express Services Corp., TBC Shared Services, LLC and TBC Corporation (as amended, supplemented or modified).

TBC Trademarks, LLC

[Handwritten signature]

Signature: _____
Name: Bourru
Title: CEO
Date: April 18, 2023

State of Florida:
County of Palm Beach:

The foregoing instrument was acknowledged before me this 17 day of April, 2023, by Lauren Bourru who is personally known to me.
Rosalea Bailey
Notary Public

Mavis Tire Supply LLC

Signature: _____
Name: _____
Title: _____
Date: _____

State of _____)
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____ who is personally known to me.

Notary Public



ROSALEA P. BAILEY
Commission # HH 050859
Expires February 6, 2025
Bonded Thru Budget Notary Services

TBC Trademarks, LLC

Mavis Tire Supply LLC

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: [Handwritten Signature]
Name: David Sorbaro
Title: CEO
Date: 4/18/2023

State of Florida:
County of Palm Beach:

State of New York
County of Westchester

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____ who is personally known to me.

The foregoing instrument was acknowledged before me on 4/18/2023 by David Sorbaro

Notary Public

Charity Dillon
Notary Public




CHARITY DILLON
NOTARY PUBLIC-STATE OF NEW YORK
No. 01D16295864
Qualified in Dutchess County
My Commission Expires 01-06-2028

SCHEDULE A
To that Certain Trademark Assignment Dated April 18, 2023

MARK	COUNTRY	REG. NO.	REG. DATE
NTB	Canada	TMA984003	October 31, 2017
NTB	Mexico	1558551	July 28, 2015
NTB	Mexico	1565079	August 19, 2015
NTB	Mexico	1565078	August 19, 2015
NTB	United States	5753280	May 14, 2019
NTB	United States	3980802	June 21, 2011
NTB	United States	5905410	November 5, 2019
	United States	5381295	January 16, 2018
NTB CAR WASH	United States	5783468	June 18, 2019
	United States	5538629	August 14, 2018
NATIONAL TIRE AND BATTERY	United States	3992577	July 12, 2011

MARK	COUNTRY	REG. NO.	REG. DATE
MERCHANT'S	United States	1907199	July 25, 1995
MERCHANT'S TIRE & AUTO CENTERS	United States	1420446	December 9, 1986

MARK	COUNTRY	REG. NO.	REG. DATE
TIRE KINGDOM	Canada	TMA595988	November 28, 2003
TIRE KINGDOM	Canada	TMA944662	August 1, 2016

TIRE KINGDOM	Mexico	2175271	November 20, 2020
TIRE KINGDOM	Mexico	2392682	May 9, 2022
TIRE KINGDOM	Mexico	2402004	June 2, 2022
TIRE KINGDOM	United States	6760623	June 14, 2022
TIRE KINGDOM	United States	1838215	May 31, 1994
TIRE KINGDOM	United States	4636565	November 11, 2014
TIRE KINGDOM	United States	6082071	June 16, 2020
	United States	5095757	December 6, 2016
	United States	2864332	July 20, 2004
	United States	2850390	June 8, 2004

MARK	COUNTRY	APPLICATION SER. NO.	FILING DATE
NTB	United States	97/208661	January 7, 2022
TIRE KINGDOM	United States	97/334716	March 28, 2022

SCHEDULE B
To that Certain Trademark Assignment Dated April 18, 2023

DOMAIN NAME	EXPIRATION DATE
marathontireandauto.com	8/11/2025
merchantstire.com	6/4/2024
merchantstireexpress.com	3/19/2023
national-tire.com	8/26/2023
nationaltire.com	4/27/2025
nationaltire.net	3/12/2025
nationaltireandbattery.com	5/14/2024
nationaltireandbattery.net	5/14/2023
nationaltireandbattery.org	5/14/2023
nationaltireandbatterycares.com	3/14/2025
nationaltireandbatteryexpressbigotiresexpress.com	3/19/2028
nationaltireonline.com	12/14/2024
ntb.com	2/16/2024
ntb.org	5/15/2023
ntbcustomerfirst.com	4/17/2024
ntbexpress.com	3/19/2028
tirekingdom.com	10/4/2024
tirekingdomcares.com	3/14/2025
tirekingdomexpress.com	3/19/2028
tirekingdominternational.com	1/12/2024
tkcustomerfirst.com	4/17/2024