

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM831050

<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>
IEH Auto Parts LLC		05/31/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AEP PLC LLC		
<b>Street Address:</b>	112 Townpark Drive NW		
<b>Internal Address:</b>	Suite 250		
<b>City:</b>	Kennesaw		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30144		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5561379	AUTO PLUS	
<b>Registration Number:</b>	5556077	AUTO PLUS AUTO PARTS	
<b>Registration Number:</b>	5556078	AUTO PLUS EXPERTISE AT EVERY TURN	
<b>Registration Number:</b>	5556079	AUTOPLUS	
<b>Registration Number:</b>	5556075	AUTOPLUS AUTO PARTS	
<b>Registration Number:</b>	5556076	AUTOPLUS EXPERTISE AT EVERY TURN	
<b>Registration Number:</b>	5546286	AUTOPLUS PROFESSIONAL SERVICE CENTER	
<b>Serial Number:</b>	97220993	PRO START	
<b>Registration Number:</b>	5006010	AUTO PLUS	
<b>Registration Number:</b>	5230221	CONSUMER AUTO PARTS	
<b>Registration Number:</b>	5519901	EXPERTISE AT EVERY TURN	
<b>Registration Number:</b>	4245196	PROSTEER	
<b>Registration Number:</b>	2764884	PROLINE	
<b>Registration Number:</b>	2693765	PROSTEER	
<b>Registration Number:</b>	2703406	AUTO-PLUS	
<b>Registration Number:</b>	2474353	PROLINE	
<b>Registration Number:</b>	2491066	PROLINE	
<b>Registration Number:</b>	2408433	PROSTART	

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Property Type	Number	Word Mark
Registration Number:	2179083	PROLINE
Registration Number:	1835366	PROSTOP
Registration Number:	1898072	PROSTOP
Registration Number:	1918786	PROCOOL
Registration Number:	1160742	PRO-START
Registration Number:	2587227	RESOURCE
Registration Number:	5006000	AUTO SERVICE PLUS

**CORRESPONDENCE DATA**

**Fax Number:** 8663082252

*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:** 2029068611

**Email:** mgentner@dykema.com

**Correspondent Name:** Marsha G. Gentner

**Address Line 1:** 1301 K Street, NW

**Address Line 2:** Suite 1100W

**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	067717-0001
<b>NAME OF SUBMITTER:</b>	Marsha G. Gentner
<b>SIGNATURE:</b>	/Marsha G. Gentner/
<b>DATE SIGNED:</b>	08/10/2023

**Total Attachments: 7**

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Assignment”) dated as of May 31, 2023 is entered into by and between IEH Auto Parts LLC, a Delaware limited liability company (“Assignor”), and AEP PLC LLC, a Delaware limited liability company (“Assignee”). Capitalized terms that are not otherwise defined herein shall have the meaning given to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of May 31, 2023 (the “Purchase Agreement”), pursuant to which Sellers agreed to sell, assign, transfer, convey and deliver to Buyer, and Buyer has agreed to purchase, acquire and accept from Sellers, among other assets, all of the right, title and interest of Seller in and to the Trademarks (as defined below) listed on Exhibit A to this Assignment (the “Assigned Trademarks”); and

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

1. *Assignment.* Assignor hereby assigns to Assignee all of Assignor’s right, title, and interest in and to the Assigned Trademarks, together with all goodwill of the business connected with the use of and symbolized by the Assigned Trademarks, and including all rights to collect income, royalties, proceeds, damages or payments due or payable as of the date of the execution of the Assignment or thereafter (including damages and payments for past or future infringements or misappropriations thereof), the right to sue for past, present and future infringement thereof, any and all corresponding rights that now or hereafter may be secured throughout the world. The term “Trademark” means trademarks (whether registered, unregistered or applied-for), service marks, trade names, trade dress, corporate legal entity names, brand names, logos, naming rights, together with the goodwill associated exclusively therewith, including, for the avoidance of doubt, all registered intellectual property owned by Assignor containing the words “Pro” and “Consumer Auto Parts”.

2. *Recordation and Further Action.* Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and any corresponding office in any other jurisdiction to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademark to Assignee, or any assignee or successor thereto.

3. *Miscellaneous.* This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the conflicts of laws principles thereof. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. It is the express intent of the parties to be bound by the exchange of signatures on this Agreement via telecopy or electronic email through scanned signature pages in the portable document format (“PDF”). This Agreement shall be binding upon and enforceable against the parties hereto and their successors and permitted assigns. Nothing herein is intended to limit, expand or supersede in any way the terms set forth

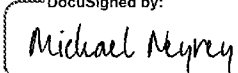
in the Purchase Agreement. Wherever the provisions in this Agreement and the Purchase Agreement conflict, the provisions of the Purchase Agreement will control.

*[Signature pages follow]*


IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the date first above written.

**IEH Auto Parts LLC**

DocuSigned by:

By:   
Name: Michael Neyrey  
Title: Chief Executive Officer


**AEP PLC LLC**


By:   
Name: David Willetts  
Title: President

*[Signature Page to Trademark Assignment Agreement]*

**TRADEMARK  
REEL: 008163 FRAME: 0280**

Exhibit A

Jurisdiction	Trademark	Appl. Date	Appl. No.	Reg. Date	Reg. No.	Status	Owner
PUERTO RICO		29 May 2020	215491-37-0	4-Feb-2022	223,681	REGISTERED	IEH Auto Parts LLC
UNITED STATES		05 Jun 2015	86/652,899	11 Sep 2018	5,561,379	REGISTERED	IEH Auto Parts LLC
UNITED STATES		05 Jun 2015	86/652,868	04 Sep 2018	5,556,077	REGISTERED	IEH Auto Parts LLC
UNITED STATES		05 Jun 2015	86/652,878	04 Sep 2018	5,556,078	REGISTERED	IEH Auto Parts LLC
UNITED STATES		05 Jun 2015	86/652,885	04 Sep 2018	5,556,079	REGISTERED	IEH Auto Parts LLC
UNITED STATES		05 Jun 2015	86/652,641	04 Sep 2018	5,556,075	REGISTERED	IEH Auto Parts LLC
UNITED STATES		05 Jun 2015	86/652,860	04 Sep 2018	5,556,076	REGISTERED	IEH Auto Parts LLC

Jurisdiction	Trademark	Appl. Date	Appl. No.	Reg. Date	Reg. No.	Status	Owner
UNITED STATES	 plus PROFESSIONAL SERVICE CENTER	23 Nov 2015	86/829,305	21 Aug 2018	5,546,286	REGISTERED	IEH Auto Parts LLC
UNITED STATES	PRO START	14 Jan 2022	97/220,993			PENDING	IEH Auto Parts LLC
UNITED STATES	AUTO PLUS	10 Jun 2015	86/658,268	26 Jul 2016	5,006,010	REGISTERED	IEH Auto Parts LLC
UNITED STATES	CONSUMER AUTO PARTS	10 Jun 2015	86/658,284	27 Jun 2017	5,230,221	REGISTERED	IEH Auto Parts LLC
UNITED STATES	EXPERTISE AT EVERY TURN	5 Jun 2015	86/652,906	17 Jul 2018	5,519,901	REGISTERED	IEH Auto Parts LLC
UNITED STATES	PROSTEER	23 Mar 2012	85/578,050	20 Nov 2012	4,245,196	REGISTERED	IEH Auto Parts LLC
UNITED STATES	PROLINE	4 Jan 2001	76/189,675	16 Sep 2003	2,764,884	REGISTERED	IEH Auto Parts LLC
UNITED STATES	PROSTEER	15 May 2000	76/050,341	4 Mar 2003	2,693,765	REGISTERED	IEH Auto Parts LLC
UNITED STATES	AUTO-PLUS	31 Aug 1999	75/788,525	8 Apr 2003	2,703,406	REGISTERED	IEH Auto Parts LLC
UNITED STATES	PROLINE	30 Sep 1999	75/811,118	31 Jul 2001	2,474,353	REGISTERED	IEH Auto Parts LLC
UNITED STATES	PROLINE	18 Jun 1998	75/504,397	18 Sep 2001	2,491,066	REGISTERED	IEH Auto Parts LLC



Jurisdiction	Trademark	Appl. Date	Appl. No.	Reg. Date	Reg. No.	Status	Owner
UNITED STATES	PROSTART	21 Oct 1999	75/827,906	28 Nov 2000	2,408,433	REGISTERED	IEH Auto Parts LLC
UNITED STATES	<b>PROline</b>	7 Jun 1996	75/116,157	4 Aug 1998	2,179,083	REGISTERED	IEH Auto Parts LLC
UNITED STATES	PROSTOP	4 Aug 1992	74/301,175	10 May 1993	1,835,366	REGISTERED	IEH Auto Parts LLC
UNITED STATES	PROSTOP	4 Aug 1992	74/301,152	6 Jun 1995	1,898,072	REGISTERED	IEH Auto Parts LLC
UNITED STATES	PROCOOL	29 Jan 1992	74/241,248	12 Sep 1995	1918786	REGISTERED	IEH Auto Parts LLC
UNITED STATES	PRO-START	13 Aug 1979	73/227,063	14 Jul 1981	1,160,742	DEAD (as of 1/21/2022)	IEH Auto Parts LLC
UNITED STATES	RESOURCE	24 Feb 2000	75/925,804	02 Jul 2002	2,587,227	DEAD (as of 1/13/2023)	IEH Auto Parts LLC
UNITED STATES	AUTO SERVICE PLUS	09 Jun 2015	86/656,089	26 Jul 2016	5,006,000	DEAD (as of 2/10/2023)	IEH Auto Parts LLC

TRADEMARK

REEL: 008163 FRAME: 0283

RECORDED: 08/10/2023