

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM858887

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ECOM ACQUISITION LLC		12/01/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TURN 5, INC.		
Street Address:	600 Cedar Hollow Road		
City:	Paoli		
State/Country:	PENNSYLVANIA		
Postal Code:	19301		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	6254664	AUTO ANYTHING SELECT	
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	
Registration Number:	6828556		
Registration Number:	4356946	MORRIS 4X4 CENTER	
Registration Number:	4356785	MORRIS 4X4 CENTER	
Registration Number:	6908728	WHEELWELL	
Registration Number:	6792104		
Serial Number:	97771484	ANY MILE. ANY PART. ANYTHING.	
Serial Number:	97863272	AUTO ANYTHING	
Serial Number:	97863282	M 4X4	
Serial Number:	97863280	M MORRIS 4X4 CENTER	

OP \$540.00 6254664

Property Type	Number	Word Mark
Serial Number:	97863277	
Serial Number:	97863276	OVERLANDER

CORRESPONDENCE DATA

Fax Number:

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: 412-454-5079

Email: kim.petrolo@troutman.com

Correspondent Name: Troutman Pepper

Address Line 1: 501 Grant St., Suite 300

Address Line 2: Kim Petrolo, Paralegal

Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	148900.2
NAME OF SUBMITTER:	Kim Petrolo
SIGNATURE:	/Kim Petrolo/
DATE SIGNED:	12/06/2023

Total Attachments: 14

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

ECOM ACQUISITION LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other LLC - Delaware _____

Citizenship (see guidelines) US

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 12/1/23

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Turn 5, Inc.

Street Address: 600 Cedar Hollow Road

City: Paoli

State: PA

Country: USA Zip: 19301

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship PA - USA
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)

88743837

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Kim Petrolo, Paralegal

Internal Address: Troutman Pepper

Street Address: 501 Grant Street, Suite 300

City: Pittsburgh

State: PA Zip: 15219

Phone Number: 412-454-5079

Docket Number: 148900.2

Email Address: kim.petrolo@troutman.com

6. Total number of applications and registrations involved:

21

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: _____ /s/ Kim Petrolo

12/5/23

Signature

Date

Kim Petrolo, Paralegal

Name of Person Signing


Total number of pages including cover sheet, attachments, and document:

14

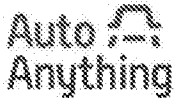
Attachment to Recordation Cover Sheet
Intellectual Property Assignment Agreement
Conveying Party: Ecom Acquisition LLC
Receiving Party: Turn 5, Inc.

a. Registered Trademarks

Trademark/Service Mark	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
AUTOANYTHING	EUTM	01222741 9	16-Oct-2013	0122274 19	11-Mar- 2014	Registered
AUTOANYTHING	United Kingdom	UK00901 2227419	16-Oct-2013	UK0090 1222741 9	11-Mar- 2014	Registered
AUTO ANYTHING SELECT and design 	United States	88743837	31-Dec-2019	6254664	26-Jan-2021	Registered
AUTOANYTHING	United States	77239991	26-Jul-2007	3452544	24-Jun-2008	Registered
PROZ	United States	86425869	16-Oct-2014	5525098	24-Jul-2018	Registered
PROZ (stylized) 	United States	86545743	25-Feb-2015	5661700	22-Jan-2019	Registered
TRU XP	United States	86459678	20-Nov-2014	5525121	24-Jul-2018	Registered
TRU XP (stylized) 	United States	86540525	20-Feb-2015	5612138	20-Nov- 2018	Registered
TRUAP	United States	86890824	29-Jan-2016	5710079	26-Mar- 2019	Registered
TRUAP	United States	86984118	29-Jan-2016	5586667	16-Oct-2018	Registered
TRUAP (stylized) 	United States	87118156	27-Jul-2016	5728269	16-Apr- 2019	Registered
TRUXP	United States	86865552	05-Jan-2016	5022070	16-Aug- 2016	Registered
Misc. Design (Overlander - Bear)	United States	90268576	21-Oct-2020	6828556	23-Aug- 2022	Registered
MORRIS 4x4 CENTER	United States	85704946	16-Aug- 2012	4356946	25-Jun-2013	Registered

Trademark/Service Mark	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
MORRIS 4x4 CENTER and design 	United States	85663052	27-Jun-2012	4356785	25-Jun-2013	Registered
WHEELWELL	United States	90495361	28-Jan-2021	6908728	22-Nov-2022	Registered
WHEELWELL logo	United States	90495338	28-Jan-2021	6792104	19-Jul-2022	Registered

b. Trademark Applications

Trademark/Service Mark	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
ANY MILE. ANY PART. ANYTHING.	United States	97771484	27-Jan-2023	Pending	Pending	Pending
AUTO ANYTHING & Design 	United States	97863272	29-Mar-2023	Pending	Pending	Pending
M 4x4 (stylized and design)	United States	97863282	29-Mar-2023	Pending	Pending	Pending
M Morris 4x4 (stylized and design)	United States	97863280	29-Mar-2023	Pending	Pending	Pending
Misc. Design (Overlander - Bear)	United States	97863277	29-Mar-2023	Pending	Pending	Pending
OVERLANDER and design (side)	United States	97863276	29-Mar-2023	Pending	Pending	Pending

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “Intellectual Property Assignment”) is made as of December 1, 2023 by ECOM ACQUISITION LLC, a Delaware limited liability company (“Assignor”) in favor of TURN 5, INC., a Pennsylvania corporation (“Assignee”). This Intellectual Property Assignment sometimes refers to Assignor and Assignee individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement (the “Morris APA”), dated June 30, 2023, by and among, Assignor, AUTOANYTHING BRANDS, LLC, a Delaware limited liability company, ECOMMERCEBRANDS.COM, INC., a Delaware corporation, Assignor acquired the Acquired Assets (as defined in the Morris APA, and referred to herein as the “Morris Acquired Assets”) related to the Business (as defined in the Morris APA and referred to herein as the “Morris Business”), which included certain intellectual property, including all goodwill and going concern value associated therewith (collectively, the “Morris Intellectual Property”); and

WHEREAS, pursuant to that certain Asset Purchase Agreement (the “Autoanything APA”), dated August 11, 2023, by and among, Assignor, AUTOANYTHING BRANDS, LLC, a Delaware limited liability company, ECOMMERCEBRANDS.COM, INC., a Delaware corporation, Assignor acquired the Acquired Assets (as defined in the Autoanything APA, and referred to herein as the “Autoanything Acquired Assets”) related to the Business (as defined in the Autoanything APA and referred to herein as the “Autoanything Business” and, together with the Morris Business, the “Business”), which included certain intellectual property, including all goodwill and going concern value associated therewith (collectively, the “Autoanything Intellectual Property”, and, collectively with the Morris Intellectual Property, the “Intellectual Property”).

AGREEMENT

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

1. Assignor does hereby assign, transfer and convey to Assignee, without the necessity of any additional consideration, all right, title, and interest of such Assignor in and to all of the trademarks, trademark applications and registrations, service marks, service mark applications, trade names, domain names, patents, copyrights, trade secrets and know how that are used in the Business, all websites, software and other embodiments of any of the foregoing, and all goodwill associated with any of the foregoing (the “Intellectual Property”) used in the Business, including the Intellectual Property listed on Exhibit A attached hereto, and the goodwill and going concern value associated therewith, including any and all rights to obtain registrations of the Intellectual Property in the United States and throughout the world, and rights to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations of the Intellectual Property, all in Assignee’s sole name.

2. This Intellectual Property Assignment may be executed in multiple separate

counterparts, each of which shall be deemed to be an original, and all such separate counterparts shall constitute but one instrument. Signatures of the parties transmitted by facsimile, portable document format (“ .pdf”) or other electronic means shall be deemed to be their original signatures for all legal and other purposes.

3. This Intellectual Property Assignment may be amended, modified or supplemented only by a writing signed by Assignor and Assignee.

4. The invalidity of any provision of this Intellectual Property Assignment or portion of a provision shall not affect the validity of any other provision hereof or the remaining portion of the applicable provision.

5. This Intellectual Property Assignment shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Intellectual Property Assignment.

6. This Intellectual Property Assignment shall be governed by, and construed in accordance with, the Laws of the Commonwealth of Pennsylvania applicable to contracts executed in and to be performed in that state without giving effect to any choice or conflict of law provision or rule that would cause the application of the Law of any jurisdiction other than the Commonwealth of Pennsylvania.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor and Assignee have each caused this Intellectual Property Assignment to be executed by their respective officers thereunto.

ASSIGNEE:

TURN 5, INC.

DocuSigned by:
By: Brian Nelson
Name: Brian Nelson
Title: Chief Financial Officer

ASSIGNOR:

ECOM ACQUISITION LLC

DocuSigned by:
By: Brian Nelson
Name: Brian Nelson
Title: Chief Financial Officer

Exhibit A

Intellectual Property




1. Software

All proprietary software used or developed by the Seller and all source codes, object codes, and documentation associated therewith owned or licensed by the Seller, and, to the extent assignable or purchased “off the shelf,” software licensed from any third parties, in each case including the following:

- a. Web 19 – internally developed web front end
- b. Web 45 – internally developed customer checkout
- c. AABS – internally developed order management and customer service portal
- d. Cost Management Tool – product pricing management
- e. Fulfillment Management Tool – automated order fulfillment processes
- f. Product Data Management – product catalog database, estimated ship times, and shipping costs
- g. Promo Management Tool – merchandising and product promotions
- h. CMS – Content management system that powers content and redirect rules on AutoAnything Website

All trademarks (whether registered or unregistered), trade names, patents (current and expired), patent rights, service marks, service names, brand names, royalties, symbols, logos, slogans, designs, trade secrets, technical know-how, sales techniques, methods, and procedures, and copyrights (and all applications and renewal rights for, and all other rights associated with, all of the foregoing), including the following:

a. Registered Trademarks

Trademark/Service Mark	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
AUTOANYTHING	EUTM	012227419	16-Oct-2013	012227419	11-Mar-2014	Registered
AUTOANYTHING	United Kingdom	UK0090122 27419	16-Oct-2013	UK0090122 27419	11-Mar-2014	Registered
AUTO ANYTHING SELECT and design	United States	88743837	31-Dec-2019	6254664	26-Jan-2021	Registered
 AUTOANYTHING	United States	77239991	26-Jul-2007	3452544	24-Jun-2008	Registered
PROZ	United States	86425869	16-Oct-2014	5525098	24-Jul-2018	Registered
PROZ (stylized)	United States	86545743	25-Feb-2015	5661700	22-Jan-2019	Registered
						
TRU XP	United States	86459678	20-Nov-2014	5525121	24-Jul-2018	Registered
TRU XP (stylized)	United States	86540525	20-Feb-2015	5612138	20-Nov-2018	Registered
						
TRUAP	United States	86890824	29-Jan-2016	5710079	26-Mar-2019	Registered
TRUAP	United States	86984118	29-Jan-2016	5586667	16-Oct-2018	Registered
TRUAP (stylized)	United States	87118156	27-Jul-2016	5728269	16-Apr-2019	Registered



TRUXP

United States

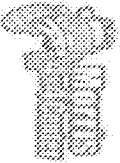
86865552

05-Jan-2016

5022070

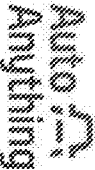
16-Aug-2016

Registered

Trademark/Service Mark	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
Misc. Design (Overlander - Bear)	United States	90268576	21-Oct-2020	6828556	23-Aug-2022	Registered
MORRIS 4x4 CENTER	United States	85704946	16-Aug-2012	4356946	25-Jun-2013	Registered
MORRIS 4x4 CENTER and design	United States	85663052	27-Jun-2012	4356785	25-Jun-2013	Registered
						
WHEELWELL	United States	90495361	28-Jan-2021	6908728	22-Nov-2022	Registered

WHEELWELL logo	United States	90495338	28-Jan-2021	6792104	19-Jul-2022	Registered

b. Trademark Applications

Trademark/Service Mark	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
ANY MILE. ANY PART. ANYTHING.	United States	97771484	27-Jan-2023	Pending	Pending	Pending
AUTO ANYTHING & Design 	United States	97863272	29-Mar-2023	Pending	Pending	Pending

Trademark/Service Mark	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
M 4x4 (stylized and design)	United States	97863282	29-Mar-2023	Pending	Pending	Pending

M Morris 4x4 (stylized and design)	United States	97863280	29-Mar-2023	Pending	Pending	Pending
Misc. Design (Overlander - Bear)	United States	97863277	29-Mar-2023	Pending	Pending	Pending
OVERLANDER and design (side)	United States	97863276	29-Mar-2023	Pending	Pending	Pending

c. Copyrights

Copyright	Reg./Serial No.
AutoAnything Website: January 2007 (Copyright)	TX0006506297
AutoAnything 2006 catalog (Copyright)	TX0006492921

3. Domains

All domain names, websites, URL's, and social media sites (and rights associated thereto), including the following:

Domain Name	Expiration Date	Registrar
autoany.me	10/3/2022	GoDaddy.com, LLC
autoany.us	10/3/2022	GoDaddy.com, LLC
autoanything.com	2/2/2023	Cloudflare, Inc.
autoanything.biz	12/12/2022	GoDaddy.com, LLC
autoanything.com	6/5/2022	Network Solutions, LLC

autoanything.dev	3/11/2022	GoDaddy.com, LLC
autoanything.info	12/13/2021	GoDaddy.com, LLC
autoanything.mobi	12/13/2021	Cloudflare, Inc.
autoanything.net	11/13/2022	Network Solutions, LLC
autoanything.org	9/15/2022	Cloudflare, Inc.
autoanything.space	5/13/2022	Network Solutions, LLC
autoanything.tv	7/24/2022	GoDaddy.com, LLC
autoanything.us	9/14/2023	GoDaddy.com, LLC
autoanything.xxx	12/13/2021	GoDaddy.com, LLC
autoanythingstore.com	8/24/2022	Network Solutions, LLC
autoanythingstore.site	7/21/2022	Network Solutions, LLC
autoenying.com	2/2/2023	Cloudflare, Inc.
carcoverwarehouse.com	6/8/2022	Cloudflare, Inc.
cdnbrm.com	8/16/2024	Cloudflare, Inc.
prozauto.com (best efforts only regarding transferability)	11/24/2023	Cloudflare, Inc.
prozautomotive.com (best efforts only regarding transferability)	11/24/2022	GoDaddy.com, LLC
seatcovered.com	10/21/2022	Network Solutions, LLC
suanything.com (best efforts only regarding transferability)	11/11/2022	Cloudflare, Inc.
truap.com (best efforts only regarding transferability)	11/18/2022	Cloudflare, Inc.
truckanything.com (best efforts only regarding transferability)	11/11/2022	Cloudflare, Inc.
truyp.com (best efforts only regarding transferability)	11/24/2022	Cloudflare, Inc.

www.morris4x4center.com

www.wheelwell.com

www.overlander.com

In addition, Seller will transfer its Network Solutions, LLC account, which is used to host a number of domain names listed above.

4. Trade Name

All of the Seller's right, title, and interest in and to the names "AutoAnything" or any name used by the Seller or any of its predecessors in the past, or any and all variants or derivatives thereof.

5. Telephone Numbers

The rights to use all telephone and fax numbers currently in use by the Seller, including the following:

- a. Main Numbers (best efforts only regarding transferability)

Number	Description
(888) 874-5540	AutoAnything – SMS line
(800) 874-8888	AutoAnything - Main
(888) 874-0071	AutoAnything – Marketing Line
(888) 874-5587	AutoAnything – Marketing Line (2)

6. Telephone Numbers

Account URL	Platform
https://www.facebook.com/wheelwell	Facebook
https://www.facebook.com/groups/teamwheelwell	Facebook
https://www.linkedin.com/company/wheelwellinc	LinkedIn
www.pinterest.com/wheelwell/	Pinterest
https://www.reddit.com/user/wheelwellsf	Reddit
https://twitter.com/wheelwellsf	Twitter
https://www.youtube.com/wheelwell	YouTube