

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM872784

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900831799

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AUTOANYTHING BRANDS, LLC		08/11/2023	Limited Liability Company: DELAWARE
ECOMMERCEBRANDS.COM, INC.		08/11/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	ECOM ACQUISITION LLC
Street Address:	600 Cedar Hollow Road
City:	Paoli
State/Country:	PENNSYLVANIA
Postal Code:	19301
Entity Type:	Limited Liability Company: DELAWARE

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
Serial Number:	97771484	ANY MILE. ANY PART. ANYTHING.
Serial Number:	97863272	AUTO ANYTHING
Registration Number:	6828556	
Registration Number:	4356946	MORRIS 4X4 CENTER
Registration Number:	6908728	WHEELWELL
Registration Number:	6792104	

TRADEMARK

900832512

REEL: 008333 FRAME: 0503

Property Type	Number	Word Mark
Serial Number:	97863282	M 4X4
Serial Number:	97863280	M MORRIS 4X4 CENTER
Serial Number:	97863277	
Serial Number:	97863276	OVERLANDER
Registration Number:	4356785	MORRIS 4X4 CENTER

CORRESPONDENCE DATA

Fax Number: 4048853900

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: 404.885.3155

Email: trademarks@troutman.com

Correspondent Name: Austin Padgett

Address Line 1: 600 Peachtree Street, NE, Suite 3000

Address Line 2: Troutman Pepper Hamilton Sanders LLP

Address Line 4: Atlanta, GEORGIA 30308

ATTORNEY DOCKET NUMBER:	148900.TBA
NAME OF SUBMITTER:	Austin Padgett
SIGNATURE:	/Austin Padgett/
DATE SIGNED:	01/31/2024

Total Attachments: 19

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “Intellectual Property Assignment”) is made as of August 11, 2023 by AUTOANYTHING Brands, LLC, a Delaware limited liability company (“AAB”), ECOMMERCEBRANDS.COM, INC., a Delaware corporation (“ECB”, and, collectively with AAB, “Assignors”), in favor of ECOM ACQUISITION LLC, a Delaware limited liability company (“Buyer”). This Intellectual Property Assignment sometimes refers to Assignor and Buyer individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, each Assignor, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignors and Buyer (the “Purchase Agreement”), is selling to Buyer, the Acquired Assets, which includes all of such Assignor’s right, title and interest in and to the Intellectual Property (as defined below) used in the Business, including all goodwill and going concern value associated with the Acquired Assets (collectively, 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. Each Assignor, effective as of the Closing, does assign, transfer and convey to Buyer 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 Buyer’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 each Assignor and Buyer.

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. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement. The rules of interpretation set forth in Section 8.9 of the Purchase Agreement shall apply to this Intellectual Property Assignment.

6. 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.

7. 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.


8. For the avoidance of doubt, the transactions contemplated by this Intellectual Property Assignment shall not be effective until the Closing under the Purchase Agreement. In the event the Closing does not occur or if the Purchase Agreement is terminated pursuant to the terms thereof, this Intellectual Property Assignment shall be null and void and of no further effect.

[Signature Page Follows]


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

ASSIGNORS:

ECOMMERCEBRANDS.COM, INC.

By: 
Name: James M. Jacobsen
Title: Authorized Person

AUTOANYTHING BRANDS, LLC

By: 
Name: James M. Jacobsen
Title: Authorized Person

BUYER:

ECOM ACQUISITION LLC

By: _____
Name: _____
Title: _____

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

ASSIGNORS:

ECOMMERCEBRANDS.COM, INC.

By: _____

Name:

Title:

AUTOANYTHING BRANDS, LLC

By: _____

Name:

Title:

BUYER:

ECOM ACQUISITION LLC

By: Brian Nelson

Name: Brian Nelson

Title: CFO

Exhibit A

Intellectual Property

1. Software



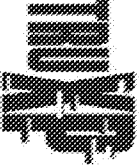
All proprietary software used or developed by the Seller and all source codes, object codes, and documentation associated therewith owned or licensed by the Seller, and, to the extent assignable or purchased "off the shelf," software licensed from any third parties, in each case including the following:


- 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

2. Trademarks

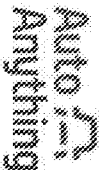
All trademarks (whether registered or unregistered), trade names, patents (current and expired), patent rights, service marks, service names, brand names, royalties, symbols, logos, slogans, designs, trade secrets, technical know-how, sales techniques, methods, and procedures, and copyrights (and all 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	UK009012 227419	16-Oct-2013	UK009012 227419	11-Mar-2014	Registered
AUTO ANYTHING SELECT and design	United States	88743837	31-Dec-2019	6254664	26-Jan-2021	Registered
 AUTOSELECT ANYTHING						
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
						
TRU/AP	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

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
						

c. Copyrights

Copyright	Reg./Serial No.
AutoAnything Website: January 2007 (Copyright)	TX00006506297
AutoAnything 2006 catalog (Copyright)	TX00006492921

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.
truexp.com (best efforts only regarding transferability)	11/24/2022	Cloudflare, Inc.

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)

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “Intellectual Property Assignment”) is made as of [___], 2023 by AUTOANYTHING Brands, LLC, a Delaware limited liability company (“AAB”), ECOMMERCEBRANDS.COM, INC., a Delaware corporation (“ECB”, and, collectively with AAB, “Assignors”), in favor of ECOM ACQUISITION LLC, a Delaware limited liability company (“Buyer”). This Intellectual Property Assignment sometimes refers to Assignor and Buyer individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, each Assignor, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignors and Buyer (the “Purchase Agreement”), is selling to Buyer, the Acquired Assets, which includes all of such Assignor’s right, title and interest in and to the Intellectual Property (as defined below) used in the Business, including all goodwill and going concern value associated with the Acquired Assets (collectively, 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. Each Assignor, effective as of the Closing, does assign, transfer and convey to Buyer 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 Buyer’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 each Assignor and Buyer.

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. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement. The rules of interpretation set forth in Section 8.9 of the Purchase Agreement shall apply to this Intellectual Property Assignment.

6. 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.

7. 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.

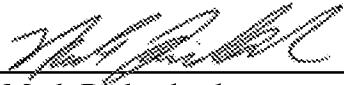
8. For the avoidance of doubt, the transactions contemplated by this Intellectual Property Assignment shall not be effective until the Closing under the Purchase Agreement. In the event the Closing does not occur or if the Purchase Agreement is terminated pursuant to the terms thereof, this Intellectual Property Assignment shall be null and void and of no further effect.

[Signature Page Follows]

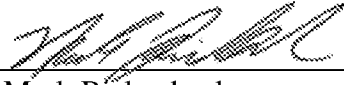
IN WITNESS WHEREOF, the Assignors and Buyer have each caused this Intellectual Property Assignment to be executed by their respective officers thereunto.

ASSIGNORS:

ECOMMERCEBRANDS.COM, INC.

By: 
Name: Mark Bickenbach
Title: CEO

AUTOANYTHING BRANDS, LLC

By: 
Name: Mark Bickenbach
Title: CEO

BUYER:

ECOM ACQUISITION LLC

By: _____
Name: _____
Title: _____

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

ASSIGNORS:

ECOMMERCEBRANDS.COM, INC.

By: _____

Name: Mark Bickenbach

Title: CEO

AUTOANYTHING BRANDS, LLC

By: _____

Name: Mark Bickenbach

Title: CEO

BUYER:

ECOM ACQUISITION LLC

By: Brian Nelson

Name: Brian Nelson

Title: CFO



Exhibit A


Intellectual Property

1. Domains





- a. www.morris4x4center.com
- b. www.wheelwell.com
- c. www.overlander.com

2. Trademarks

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
						

3. Trademark Applications

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

4. Social Media

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