

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI79674

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alloy Wheel Repair Specialists, LLC		06/16/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Alloy Wheel OpCo, LLC		
Street Address:	6160 Warren Parkway, Ste. 100		
City:	Frisco		
State/Country:	TEXAS		
Postal Code:	75034		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3232248	ALLOY WHEEL REPAIR SPECIALISTS	
Registration Number:	3122475	ALLOY WHEEL REPAIR SPECIALISTS	
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:	2128354858		
Email:	annie.allison@haynesboone.com,eva.martinez@haynesboone.com		
Correspondent Name:	Annie Allison		
Address Line 1:	30 Rockefeller Plaza, 26th Floor		
Address Line 4:	New York, NEW YORK 10112		
NAME OF SUBMITTER:	SHARRON ALLISON		
SIGNATURE:	SHARRON ALLISON		
DATE SIGNED:	03/07/2024		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment”), is entered into as of June 16, 2023, by and among Alloy Wheel Repair Specialists, LLC, a Delaware limited liability company (the “Assignor”), and Alloy Wheel OpCo, LLC, a Delaware limited liability company (“Assignee”). Capitalized terms used and not defined herein have the respective meanings ascribed to them in the Purchase Agreement (as defined hereinafter).

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), by and among Assignor, Assignee and other parties signatory thereto, pursuant to which, among other things, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee all of its rights, title and interests in the Intellectual Property Assets, described on Exhibit A attached hereto (the “Registered IP Assets”) and Assignee has agreed to purchase such Registered IP Assets.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Effective as of the Closing and subject to the terms of the Purchase Agreement, Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to Assignee and Assignee and its successors and assigns, all of Assignor’s right, title and interest, directly or indirect, in, to and under the Registered IP Assets, together with the goodwill of the business connected with the use of, and symbolized by, the Registered IP Assets, and all claims and rights in and to all income, royalties, damages, claims, and payments now or hereafter due or payable with respect to all or any of the foregoing, and in and to all causes of action, either in law or in equity, for past, present or future infringement, misappropriation, violation, dilution, unfair competition or other unauthorized use or conduct in derogation or violation of or based on any of the foregoing rights, and the right to receive all proceeds and damages therefrom. Assignee hereby accepts such sale, assignment, transfer, conveyance and delivery.

2. Recordation. Assignor hereby authorizes the Commissioner of Patents and the Commissioner for Trademarks of the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee.

3. Further Assurances. Each of the parties hereto shall execute and deliver, and shall cause any necessary other Persons to execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances, and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment. The execution and delivery of such additional documents or instruments shall not affect the validity of this Assignment.

4. Additional Rights and Obligations. This Assignment is made subject to and with the benefit of the respective provisions of the Purchase Agreement, which are incorporated herein by reference. Nothing contained in this Assignment shall be deemed to expand, impair, supersede, modify, limit, extend, diminish, amend, or in any way affect any of the rights, obligations, agreements, covenants, representations, warranties, or indemnities contained in the Purchase Agreement, which shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

Severability. The unenforceability or invalidity of any provision of this Assignment shall not affect the enforceability or validity of any other provision. Upon such determination that any term or other provision is unenforceable or invalid, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in a legally acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

6. Successors and Assigns. This Assignment will be binding upon, and inure to the benefit of, the Assignor and Assignee hereto and their respective successors and permitted assigns, but will not be assignable or delegable by Assignor without the prior written consent of Assignee.

7. Headings. The headings in this Assignment are for reference only and shall not affect the meaning, construction, or interpretation of this Assignment.

8. Notices. All notices and other communications to be given under the terms of this Assignment or which any of the parties desire to give hereunder shall be in writing and shall be made in accordance with Section 8.02 (Notices) of the Purchase Agreement.

9. Jurisdiction; Remedies. The parties hereto hereby agree that the provisions of Section 8.11 (Governing Law; Submission to Jurisdiction; Waiver of Jury Trial) and Section 8.12 (Specific Performance) of the Purchase Agreement are hereby made part of this Assignment as if they were contained herein, mutatis mutandis.

10. Agreements with Third Persons. The parties hereto hereby acknowledge and agree that any agreement between or among any of the parties to the Purchase Agreement and any third Person executed in connection with the assignment or any Registered IP Assets shall not override, supersede, modify, limit or amend in any manner the agreement of the parties with respect to this Assignment or the transactions contemplated by the Purchase Agreement.

11. Counterparts; Facsimile Signatures. This Assignment may be executed simultaneously in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Assignment, any and all agreements and instruments executed and delivered in accordance herewith, along with any amendments hereto or thereto, to the extent signed and delivered by means of E-mail, a facsimile machine or other means of electronic transmission, shall be treated in all manner and respects and for all purposes as an original signature, agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement to be effective as of the date first above written.

ASSIGNOR:

ALLOY WHEEL REPAIR SPECIALISTS, LLC

By:  DocuSigned by:
3383710177F84CC

Name: Brent Kugman

Title: Manager

ASSIGNEE:

ALLOY WHEEL OPCO, LLC







By:  DocuSigned by:
4AC5731F9884EC


Name: Brian Steinbrueck

Title: President

EXHIBIT A

REGISTERED IP ASSETS

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./Registra tion Date	Class(es)	Status	Current Owner of Record
ALLOY WHEEL REPAIR SPECIALISTS	US	76661971 6/19/2006	3232248 4/24/2007	37	Registered Section 2(F) Sec. 8 (6- Yr) Accepted & Sec. 15 Ack.	Alloy Wheel Repair Specialists, LLC
ALLOY WHEEL REPAIR SPECIALISTS 	US	76640551 6/10/2005	3122475 8/1/2006	37	Registered Section 2(F) Sec. 11 (6- Yr) Accepted & Sec. 15 Ack.	Alloy Wheel Repair Specialists, LLC
ALLOY WHEEL REPAIR SPECIALISTS 	Canada	1586510 7/17/2012		37	Pending	Alloy Wheel Repair Specialists, LLC
ALLOY WHEEL REPAIR SPECIALISTS 	Brazil	840280203 9/27/2012		37	Pending	Wheel Repair Solutions International, Inc.
ALLOY WHEEL REPAIR SPECIALISTS 	Brazil	840280157 9/27/2012		37	Pending	Wheel Repair Solutions International, Inc.
ALLOY WHEEL REPAIR SPECIALISTS 	Brazil	840280181 9/27/2012		37	Pending	Wheel Repair Solutions International, Inc.
ALLOY WHEEL REPAIR SPECIALISTS 	Brazil	840280190 9/27/2012		37	Pending	Wheel Repair Solutions International, Inc.

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./Registra tion Date	Class(es)	Status	Current Owner of Record
ALLOY WHEEL REPAIR SPECIALISTS 	Community Trademarks (EU)	5232161	5232161	2, 12, 37	Registered	Wheel Repair Solutions International, Inc.

Patent Title	Country	Applicatio n No./ Filing Date	Publicatio n No./ Publicatio n Date	Patent No./ Issue Date	Statu s	Inventors	Current Owner of Record
MOBILE WHEEL RECONDITIO NING FACILITY	CANAD A	2564476 5/20/2005		256447 6 8/9/201 1	Grant ed	Thomas E. Morris, Jr. Robert H. Rice	Alloy Wheel Repair Specialists , Inc.