

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426003

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
City Towing Inc.		05/02/2017	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	URT Quality Towing, Inc.		
Street Address:	9550 Bormet Drive, Suite 301		
City:	Mokena		
State/Country:	ILLINOIS		
Postal Code:	60448		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3285689	GOODBUY AUTO AUCTION	
CORRESPONDENCE DATA			
Fax Number:	9142862990		
<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:	914 286 2937		
Email:	lippmans@gtlaw.com,nairm@gtlaw.com		
Correspondent Name:	Sarah Y. Lippman		
Address Line 1:	445 Hamilton Avenue		
Address Line 2:	Greenberg Traurig, LLP		
Address Line 4:	White Plains, NEW YORK 10601		
NAME OF SUBMITTER:	Sarah Y. Lippman		
SIGNATURE:	/Sarah Lippman/		
DATE SIGNED:	05/03/2017		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, (this “Assignment”), is entered into as of May 2, 2017 by and among, City Towing Inc., a Nevada corporation (“Assignor”) and URT Quality Towing, Inc., a Delaware corporation (“Assignee”). Capitalized terms used herein but not otherwise defined herein shall have the meaning set forth in the Asset Purchase Agreement (as defined below).

A. WHEREAS, Assignor is the owner of all right, title, and interest in, to, and under each of the issued trademarks, trademark applications, and common law trademarks set forth on Schedule A hereto, (the “Trademarks”);

B. WHEREAS, Assignor is party to that certain Asset Purchase Agreement dated as of April 13, 2017, by and among URT Acquisition Holdings Corporation, a Delaware corporation (as assignee of Medley Capital Corporation (the “Original APA Buyer”)), and the sellers set forth on Exhibit A thereof (as amended, restated, or supplemented, the “Asset Purchase Agreement”);

C. WHEREAS, under Section 9.5 of the Asset Purchase Agreement, the Assignor may assign its rights and obligations under the Asset Purchase Agreement to one or more of its Affiliates without the prior written approval of any of the other parties to the Asset Purchase Agreement;

D. WHEREAS, pursuant to that certain Omnibus Assignment and Assumption Agreement, dated as of April 27, 2017, by and among the Original APA Buyer, Assignee and certain other wholly-owned subsidiaries of the Original APA Buyer (Assignee and such subsidiaries, collectively, the “Designated Subsidiaries”, and such Agreement, the “Omnibus Assignment and Assumption Agreement”), the Original APA Buyer assigned the rights to purchase the Acquired Assets and the obligations to assume the Assigned Liabilities to the Designated Subsidiaries in accordance with the allocations and designations set forth on Annex B thereof;

E. WHEREAS, pursuant to the Omnibus Assignment and Assumption Agreement, Assignee obtained the right to purchase the Trademarks at the Closing;

F. WHEREAS, in connection with and at the Closing of the transactions contemplated by the Asset Purchase Agreement, Assignor wishes to sell, convey, transfer, assign and deliver to the Assignee all of its right, title and interest in, to and under the Trademarks, and all of its Assumed Liabilities arising out of the Trademarks (such Assumed Liabilities, the “City Towing Trademark Assumed Liabilities”), and the Assignee wishes to purchase, acquire and accept from the Assignor such Trademarks and assume such City Towing Assumed Liabilities;

G. WHEREAS, in connection with and at the Closing of the transactions contemplated by the Asset Purchase Agreement, Assignor wishes to sell, convey, transfer, assign and deliver to the Assignee all of its right, title and interest in, to and under the Trademarks, and the Assignee wishes to purchase, purchase, acquire and accept from the Assignor such Trademarks.

H. WHEREAS, the execution and delivery of this Assignment by the Assignor and the Assignee is a condition to the obligations of the Parties to consummate the transactions contemplated by the Asset Purchase Agreement; and

I. WHEREAS, the execution and delivery of this Assignment is not intended to and does not limit, and is consistent with, the rights, obligations or assignments provided under the Asset Purchase Agreement and the Omnibus Assignment and Assumption Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Effective upon Closing, Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, including (i) the right to sue at law or in equity for past, present and future infringements thereof, including without limitation the right to receive profits, damages, costs, expenses (including attorneys' fees) and all other proceeds therefrom, (ii) any and all rights to royalties, profits, compensation, license fees or other payments or remuneration of any kind relating to the Trademarks which accrue on or after Closing, and (iii) any and all rights to obtain renewals or registrations or other legal protections pertaining to the Trademarks, and Assignee hereby accepts such Assignment. The foregoing assignment of Trademarks to Assignee is made absolutely free from any encumbrances, charges, liens, and any other adverse right or interest of any third party.

2. In consideration for the assignment set forth in Section 1 hereof, Assignor hereby transfers, sets over and otherwise assigns to Assignee, all of the City Towing Assumed Liabilities, and Assignee hereby assumes and accepts such City Towing Assumed Liabilities.

3. This Assignment is intended only to document the assignment of the Trademarks to Assignee. Nothing in this Assignment shall limit, expand or otherwise affect any of the representations, warranties or covenants contained in the Asset Purchase Agreement or the Omnibus Assignment and Assumption Agreement. To the extent any term or provision herein is inconsistent with the Asset Purchase Agreement or the Omnibus Assignment and Assumption Agreement, the terms and provisions of the Asset Purchase Agreement and the Omnibus Assignment and Assumption Agreement shall control.

4. The Assignor hereby covenants and agrees that, at any time on or after the date of this Assignment, at the Parent's or the Assignee's reasonable request, the Assignor will, at the cost of Assignee, timely execute and deliver any additional documents and perform such additional acts necessary to record, confirm or perfect the interest of the Assignee, its successors, legal representatives and assigns, in and to the Trademarks.

5. This Assignment, and all the terms and provisions hereof, shall be binding upon the Assignor and its respective successors and permitted assigns.

6. If any term or other provision of this Assignment is adjudicated to be invalid or unenforceable, all other terms and provisions of this Assignment shall remain in full force and effect to the greatest extent possible.

7. This Assignment will be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflict of laws principles.

8. Except as otherwise set forth herein, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge, reduce or in any way affect the provisions, including the representations, warranties, covenants, obligations, agreements, terms and conditions, set forth in the Asset Purchase Agreement, the Omnibus Assignment and Assumption Agreement or in general any of the rights and remedies of the parties thereunder or with respect thereto.

9. This Assignment, including the Asset Purchase Agreement and the Omnibus Assignment and Assumption Agreement, collectively constitute the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

10. This Assignment may be executed by the parties hereto in one or more counterparts (including by means of facsimile), each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[Signature pages follow]

IN WITNESS WHEREOF each of the Assignor and the Assignee has caused this Assignment to be executed by its duly authorized representative.

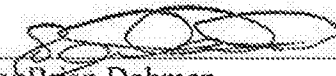
ASSIGNOR:

CITY TOWING, INC.

By: _____
Name:
Title:

ASSIGNEE:

URT QUALITY TOWING, INC.

By:  _____
Name: Brian Dohmen
Title: Authorized Signatory

[Signature page to the City Towing Inc. Trademark Assignment]

IN WITNESS WHEREOF each of the Assignor and the Assignee has caused this Assignment to be executed by its duly authorized representative.

ASSIGNOR:

CITY TOWING INC.

By: *Michael Mahar*

Name: Michael Mahar

Title: Chief Financial Officer

ASSIGNEE:

URT QUALITY TOWING, INC.

By: _____

Name:

Title:

[City Towing Inc. - Trademark Assignment]

TRADEMARK
REEL: 006051 FRAME: 0118

SCHEDULE A

Trademark	Registration Number	Registration Date
GOOD BUY AUTO AUCTION	3285689	8/28/07

WHP 556628825v4