

900472958 11/06/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497021

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Core Fleet Maintenance, Inc.		11/01/2018	Corporation: KENTUCKY
RECEIVING PARTY DATA			
Name:	TRAC TIRE SERVICES, LLC		
Street Address:	750 College Rd. East		
Internal Address:	Attention: Chief Operations Officer		
City:	Princeton		
State/Country:	NEW JERSEY		
Postal Code:	08540		
Entity Type:	Limited liability company : Delaware		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87078343	CORE FLEET MAINTENANCE	
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:	859-578-3000		
Email:	jennifer@gfalegal.com		
Correspondent Name:	Jennifer Gatherwright		
Address Line 1:	541 Buttermilk Pike, Ste. 103		
Address Line 4:	Crescent Springs, KENTUCKY 41017		
NAME OF SUBMITTER:	Victor Smith, President		
SIGNATURE:	/Victor Smith/		
DATE SIGNED:	11/06/2018		
Total Attachments: 2			
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source=Trademark Assign-Core Fleet Maint#page2.tif			

OP \$40.00 87078343

TRADEMARK ASSIGNMENT

This Agreement is entered into freely effective as of the 1st day of November 2018 by and between **CORE FLEET, INC., d/b/a Core Fleet Maintenance, Inc.**, a Kentucky corporation ("Assignor") and **TRAC TIRE SERVICES, LLC**, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the trademark identified as follows: **CORE FLEET MAINTENANCE**, Serial Number 87078343, and Registration Number 5268957 (the "Trademark"); and

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademark in perpetuity;

NOW, the parties agree as follows:

1. **Assignment.** Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.
2. **Consideration.** In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of One Dollar (\$1.00), payable on November 1, 2018
3. **Representations and Warranties.** Assignor represents and warrants to Assignee:
 - (a) Assignor has the right, power and authority to enter into this Agreement;
 - (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
 - (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
 - (d) The Trademark does not infringe the rights of any person or entity;
 - (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
 - (f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
 - (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
4. **Entire Agreement.** This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them

respecting the subject matter hereof. There are no amendments, exhibits, or additional terms, except as explicitly mentioned here: None.

5. Amendment. This Agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this agreement.

6. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

7. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

8. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of New Jersey without regard to its Choice of Law rules.

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

ASSIGNEE:

TRAC TIRE SERVICES, LLC

By: _____

Christopher Annese
Its: Chief Financial Officer

ASSIGNOR:

CORE FLEET, INC.

By: _____

Victor Smith, President