

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM507319

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bennett Auto Supply, Inc.		12/31/2018	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	O'Reilly Automotive Stores, Inc.		
<b>Street Address:</b>	233 S. Patterson Avenue		
<b>City:</b>	Springfield		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	65802		
<b>Entity Type:</b>	Corporation: MISSOURI		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4197579	BENNETT AUTO SUPPLY	
<b>Registration Number:</b>	4272135	BENNETT AUTO SUPPLY	
<b>Registration Number:</b>	3969566	BENNETT AUTO SUPPLY	
<b>Registration Number:</b>	4125072	BENNETT AUTO SUPPLY	
<b>Registration Number:</b>	3182250	BENNETT AUTO SUPPLY	
<b>Registration Number:</b>	3961157	DRIVE WITH THE LEADER!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127352000		
<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>			
<b>Phone:</b>	212-735-2811		
<b>Email:</b>	mribando@skadden.com		
<b>Correspondent Name:</b>	SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP		
<b>Address Line 1:</b>	FOUR TIMES SQUARE		
<b>Address Line 2:</b>	MONIQUE L. RIBANDO		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	027790/27		
<b>NAME OF SUBMITTER:</b>	Brittany L. Hazelwood		
<b>SIGNATURE:</b>	/Brittany L. Hazelwood/		
<b>DATE SIGNED:</b>	01/25/2019		

CH \$165.00 4197579

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is dated as of December 31, 2018, by and between Bennett Auto Supply, Inc., a Florida corporation ("Assignor"), and O'Reilly Automotive Stores, Inc., a Missouri corporation ("Assignee"). Assignor and Assignee shall each be a "Party", and collectively, the "Parties".

### RECITALS

WHEREAS, Assignor, Bennett One, LLC, a Florida limited liability company ("Bennett One"), Bennett Two, LLC, a Florida limited liability company ("Bennett Two"), Trust Number B-2, a Trust Agreement established under the laws of the State of Florida (together with BAS, Bennett One and Bennett Two, the "Sellers") and O'Reilly Automotive Stores, Inc., a Missouri corporation ("Purchaser") are parties to an Asset Purchase Agreement, dated as of November 8, 2018 (the "Purchase Agreement"), pursuant to which, on the terms and subject to the conditions set forth in the Purchase Agreement, Sellers agreed to sell, assign, transfer and convey to Purchaser, and Purchaser agreed to purchase and acquire from Sellers, all of their right, title and interest in and to the Company Assets, and Purchaser agreed to assume the Assumed Liabilities, including those associated with the Assigned Marks (as defined below);

WHEREAS Assignor is the owner of the trademark registrations, applications and/or common law trademarks set forth in Schedule A and incorporated herein by reference ("Assigned Marks"); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor has agreed to, among other things, transfer to Assignee the Assigned Marks, including the common law rights, registrations, applications and the goodwill associated therewith.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth in the Purchase Agreement and hereinafter set forth, Assignor and Assignee hereby agree as follows:

1. Certain Definitions. All capitalized terms used but not defined in this Agreement shall have the meaning ascribed to such term in the Purchase Agreement.
2. Assignment. Assignor hereby sells, assigns, transfers and conveys to Assignee, and Assignee hereby purchases, acquires and accepts, all of Assignor's right, title and interest in and to the Assigned Marks, together with, without limitation, all associated goodwill and common law rights appurtenant thereto, and all rights of action and remedies for past, present and future infringements of any of the Assigned Marks.
3. Recordation and Further Assurances. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Agreement upon request by Assignee. Assignor shall, from time to time, at the request of Assignee, and without further expense to Assignee, execute and deliver such other instruments of conveyance and transfer (including powers of attorney) as Assignee may reasonably request, to effect, register, or maintain the rights assigned herein, including: (i) the preparation and prosecution by Assignee of any applications or registrations assigned herein; and (ii) the prosecution or defense by Assignee

of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, but not limited to, testifying as to the fact of the assignment of rights hereunder.

4. Subject to Purchase Agreement. Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but 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.

5. Miscellaneous. This Agreement is executed by Assignor and Assignee and shall be binding upon such parties and their respective successors and assigns, effective immediately upon the Closing Date. Article 12 (General Provisions) of the Purchase Agreement is hereby incorporated into this Agreement mutatis mutandis.

[Signature pages follow]

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed on its behalf as of the day and year first above written.

**ASSIGNOR:**

BENNETT AUTO SUPPLY, INC.

By: *Scott Bennett*

Name: *Scott Bennett*

Title: *President*

**ASSIGNEE:**

O'REILLY AUTOMOTIVE STORES, INC.

By: \_\_\_\_\_

Name:

Title:

*[Trademark Assignment Agreement]*

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed on its behalf as of the day and year first above written.


**ASSIGNOR:**

BENNETT AUTO SUPPLY, INC.

By: \_\_\_\_\_  
Name:  
Title:



**ASSIGNEE:**

O'REILLY AUTOMOTIVE STORES, INC.

By:   
Name: JEFFREY L GROVES  
Title: Senior Vice President & General Counsel

Schedule A

Trademark Applications and Registrations

Mark	Country	Reg. No. (Application No.)	Reg. Date (Application Date)
	United States	4197579 (85499849)	August 28, 2012 (December 20, 2011)
<i>BENNETT Auto Supply</i>	United States	4272135 (85633029)	January 8, 2013 (May 23, 2012)
BENNETT AUTO SUPPLY Standard Character Mark	United States	3969566 (85117547)	May 31, 2011 (August 27, 2010)
	United States	4125072 (85380644)	April 10, 2012 (July 26, 2011)
	United States	3182250 (76631974)	December 12, 2006 (February 23, 2005)
DRIVE WITH THE LEADER! Standard Character Mark	United States	3961157 (85117596)	May 17, 2011 (August 27, 2010)