

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558353

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smartway of Tennessee LLC		01/10/2019	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	Smart Tires LLC		
Street Address:	12042 Blanco Road Suite 102		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78216		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86846819	SMART TIRE TIRES MADE AFFORDABLE - PAY Y	
CORRESPONDENCE DATA			
Fax Number:	7023857000		
<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:	7023847000		
Email:	aknecht@alversontaylor.com		
Correspondent Name:	Alverson Taylor & Sanders		
Address Line 1:	6605 Grand Montecito Parkway		
Address Line 4:	Las Vegas, NEVADA 89149		
NAME OF SUBMITTER:	Adam R. Knecht		
SIGNATURE:	/Adam R. Knecht/		
DATE SIGNED:	01/21/2020		
Total Attachments: 4			
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TRADEMARK PURCHASE AGREEMENT BETWEEN SMART TIRES LLC
AND SMARTWAY OF TENNESSEE LLC

This Trademark Purchase Agreement (the "Agreement") between Smart Tires LLC (herein "Smart Tires LLC") and SmartWay of Tennessee LLC (herein "SmartWay") will be effective as of the date of last signature to this Agreement ("Effective Date").

WHEREAS, SmartWay owns the subject Trademark (as shown herein and below) and has the right to sell the subject Trademark;

WHEREAS, Smart Tires LLC desires to purchase the subject Trademark, to obtain exclusive and unconditional use of such Trademark, including any and all rights to assign and license the subject Trademark, except for the license granted herein to SmartWay;

WHEREAS, SmartWay desires to sell the subject Trademark to Smart Tires LLC;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for good and valuable consideration, the receipt of which is hereby acknowledged by the parties, the parties agree as follows:

1. SmartWay, on the Effective Date of this Agreement, agrees to sell all their rights to the Subject Trademark shown in United States Patent and Trademark Office Registration Number 5021127 which is reproduced immediately below, to Smart Tires LLC:



2. Smart Tires LLC agrees to purchase all rights in the subject Trademark from SmartWay, including but not limited to full rights of ownership, full rights to use the Trademark without any restrictions (except as stated herein), including all rights to assign and license the subject Trademark.
3. Purchase Price. The agreed upon purchase price for the subject Trademark is fifty thousand (50,000) shares in Smart Tires LLC. The granting of these shares to SmartWay from Smart Tires LLC will occur and will be effective as soon as a Resolution is passed, and such is reflected in the minutes and ledger of Smart Tires LLC.
4. Assignment. SmartWay hereby assigns Trademark Registration Number 5021127 and the Subject Trademark for use on Retail Store Services Featuring Tires effective as of the date the purchase

price is delivered to SmartWay. This assignment includes the goodwill of the business in which the subject Trademark is used, namely, the business of retail store services featuring tires.

5. **Additional Condition of Sale.** As an additional condition to this Trademark Purchase Agreement and the assignment set forth herein, Smart Tires LLC agrees to open a minimum of ten (10) franchises within thirty (30) months of the effective date of this agreement. If Smart Tires LLC fails to open the requisite number of franchises within the timeframe referenced above, or if Smart Tires LLC ceases to operate for six months, SmartWay will have the option to demand from Smart Tires LLC that the Subject Trademark along with the goodwill of the business in which the Trademark is used, Registration Number 3021127 and all rights thereto be returned to SmartWay by a re-assignment. If SmartWay exercises this option, written notice from SmartWay must be given to Smart Tires LLC forty-five (45) days before any transfer of the Trademark back to SmartWay. If SmartWay provides the written notice, and no objection is made by Smart Tires LLC within the forty-five (45) period after delivery of the notice, the re-assignment shall take immediate effect, and SmartTires agrees to sign additional assignment documents to confirm this re-assignment if requested by SmartWay.
6. **Extent of Ownership.** The ownership of the subject Trademark and Registration by Smart Tires LLC applies to all fifty (50) states, including Tennessee.
7. SmartWay is hereby granted an exclusive license to use the Subject Trademark in Tennessee in connection with retail sales services featuring tires, excluding Shelby county and all counties contiguous with Shelby county. SmartWay agrees to maintain the quality of services in accordance with quality control standards set by Smart Tires LLC. It is agreed that the current level of quality of retail sales services provided by SmartWay in connection with the Subject Trademark meets the quality standards of Smart Tires LLC and will continue to meet such standards. SmartWay agrees to comply with applicable federal, state and local laws and regulations in connection with its use of the Subject Trademark.
8. It is agreed that SmartWay owns and shall continue to own and operate www.SmartTire.net, and it is further agreed that SmartWay has used and shall continue to use "Pay Your Way" in connection with a variety of goods and services including tires, and Smart Tires LLC has no objections and will not object to the use of "Pay Your Way" by SmartWay in connection with tires or other goods or services without geographic restriction.
9. **No Warranty. NEITHER PARTY MAKES ANY WARRANTY WHATSOEVER TO THE OTHER PARTY. ALL WARRANTIES ARE DISCLAIMED.**
10. **No Assumption of Liability.** Neither party assumes liability to third parties with respect to the goods or services provided by the other party.

11. Remedies. In the event that either party violates the terms of this Agreement with regard to the use of the subject Trademark, it is agreed that the offended party shall have a right to a preliminary injunction and a permanent injunction. It is agreed that any such violation would cause irreparable harm and otherwise satisfy the requirements for a preliminary injunction and a permanent injunction.
12. Confidentiality. In connection with this Agreement, the parties may learn certain proprietary information of the other party, including business and/or marketing plans that relate to existing or contemplated business activities. Confidential information also includes the terms of the Agreement. Each party shall maintain such Confidential Information in strict confidence and shall not disclose, publish or copy such.
13. Severability. If any portion of this Agreement is held to be unenforceable, the remainder of this Agreement will continue to be valid and enforceable to the fullest extent permitted by law.
14. Waiver. No failure or delay in exercising any right or remedy will operate as a waiver of any such (or any other) right or remedy.
15. Modification. Any modification or waiver to this Agreement must be in writing and signed by both parties.
16. Choice of Law. The interpretation of this Agreement and any dispute arising under this Agreement shall be governed exclusively by the laws of the State of Nevada without regard to its choice of law provisions.
17. Assignment of Rights. SmartWay may assign its rights under this Agreement
18. Mutual Non-Disparagement. SmartWay and Smart Tires LLC agree that each will not disparage the other or their products, services, agents, representatives, directors, officers, members, shareholders, attorneys, employees, vendors, affiliates, successors or assigns, or any person acting by, through, under or in concert with any of them, with any written or oral statement. Nothing in this paragraph shall prohibit either party from (i) providing truthful information in response to a subpoena or other legal process or (ii) responding to claims or statements made by the other party, provided such response is factually accurate to the best knowledge of the party making such response and the party making the response is acting in good faith.
19. Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument. Facsimile and/or electronic signatures shall be deemed original for all purposes.
20. Authority. Each of the parties signing this Agreement expressly warrants and represents that he, she or it has full power and authority to execute and deliver this Agreement on behalf of the party

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for whom he, she or it has signed as an authorized representative and upon such execution and delivery, this Agreement shall be a valid and binding agreement upon such party.

21. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. No modifications, additions, or deletions in or of the terms hereof shall be binding on either party unless reduced to writing and executed by the parties.

22. If any notice has to be given with regard to the performance or non-performance of the terms of this Agreement, notice must be given by email, courier, or First Class Mail, Return Receipt Requested, to:

Smart Tires LLC
12042 Blanco Road, Suite 102
San Antonio, Texas 78216
Attn: Rod Whiton
RWhiton@SmartTires.us

SmartWay of Tennessee LLC
626 Simmons Road
Knoxville, Tennessee 37932
Attn: Vince Keller
Vince.Keller@kellergroup.net

IN WITNESS WHEREOF, Smart Tires LLC and SmartWay have caused this Agreement to be signed by their duly authorized representatives, effective as of the date of last signature.

Smart Tires LLC

Smartway of Tennessee LLC

By: [Signature]

By: [Signature]

Name: Gerson G. [Signature]

Name: Vincent T. Keller

Title: Manager

Title: Owner/Chief Manager

Date: 1/8/19

Date: 1/10/19