

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM596980

<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>
PARK PLACE MOTORCARS OF TEXAS, LLC		08/24/2020	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ASBURY AUTOMOTIVE GROUP, L.L.C.		
<b>Street Address:</b>	2905 PREMIERE PARKWAY NW, SUITE 300		
<b>City:</b>	DULUTH		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30097		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6000124	LUXURY & SUPERCAR SHOWCASE PARK PLACE	
<b>Registration Number:</b>	6000123	PARK PLACE LUXURY AND SUPERCAR SHOWCASE	
<b>Serial Number:</b>	88329943	PARK PLACE SELECT	
<b>Serial Number:</b>	88329939	PARK PLACE SELECT	
<b>Registration Number:</b>	5324375	PARK PLACE MOTORCARS ARLINGTON	
<b>Registration Number:</b>	5057474	PARK PLACE MOTORCARS	
<b>Registration Number:</b>	3190695	PARK PLACE PREFERRED	
<b>Registration Number:</b>	3315134	PARK PLACE BODYWERKS	
<b>Registration Number:</b>	3164347	BODYWERKS	
<b>Registration Number:</b>	2954268	PARK PLACE	
<b>Registration Number:</b>	2954266	PARK PLACE DEALERSHIPS	
<b>Registration Number:</b>	2886018	EXPERTS IN EXCELLENCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8132212900		
<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>	8135065180		
<b>Email:</b>	ipdocket@hwlaw.com		
<b>Correspondent Name:</b>	STEPHEN E. KELLY		

CH \$315.00 6000124

**Address Line 1:** 101 East Kennedy Boulevard, Suite 3700  
**Address Line 4:** Tampa, FLORIDA 33602

**ATTORNEY DOCKET NUMBER:** 3568-834

**NAME OF SUBMITTER:** Stephen E. Kelly

**SIGNATURE:** /Steve Kelly/

**DATE SIGNED:** 09/10/2020

**Total Attachments: 8**

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**FEDERAL TRADEMARK ASSIGNMENT AGREEMENT**

This **FEDERAL TRADEMARK ASSIGNMENT AGREEMENT** (this “Agreement”) is made and entered into as of August 24, 2020 (the “Effective Date”), by and among **PARK PLACE MOTORCARS OF TEXAS LLC**, a Texas limited liability company (“Assignor”), and **ASBURY AUTOMOTIVE GROUP L.L.C.**, a Delaware limited liability company (“Assignee”). Assignor and Assignee are each referred to herein as a “Party” and collectively as the “Parties.”

**BACKGROUND**

A. Pursuant to that certain Asset Purchase Agreement, dated as of July 6, 2020, as amended and assigned (the “Purchase Agreement”), the Sellers agreed, among other things, to sell, transfer, assign, convey, and deliver to Assignee certain assets (other than Excluded Assets), including without limitation, the trademarks and service marks set forth on **Schedule A** hereto, including all registrations, extensions, and renewals thereof (such trademark and service marks set forth on **Schedule A**, including all registrations, extensions and renewals thereof, the “Marks”).

B. As a party to the Purchase Agreement, and as part of the transactions contemplated thereby, Assignor desires to transfer, assign, convey, and deliver to Assignee, without additional consideration any and all rights, title, and interest it has in or to any Marks that relate to, are used by, or are held for use by Assignor in connection with its Respective Business or the Business in general, other than any Excluded Assets.

C. Assignee desires to acquire the Assignor’s entire right, title, and interest in and to such Marks.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual promises set forth below, and for other good and valuable consideration as stated in the Purchase Agreement, the receipt and legal sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. **Definitions**. All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

2. **Assignment**. Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee (a) all of the Assignor’s right, title, and interest in and to the Marks, together with the goodwill of the business symbolized by and associated with the Marks, including all federal trademark registrations and related common law rights for the Marks, to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; (b) all rights to income, royalties, and license fees derived from the Marks from and after the Effective Date, all causes of actions, claims, and rights to damages or profits, arising by reason of past,

present, or future infringements of the Marks or injury to the goodwill associated with the Marks, and the right to sue for and collect such damages, as permitted under the applicable laws of any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns, and other legal representatives.

3. Assistance.

(a) From and after the Effective Date, Assignor shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreements and the documents to be delivered hereunder.

(b) Without limiting the foregoing, Assignor shall execute and deliver to Assignee such assignments and other documents, certificates, and instruments of conveyance in a form reasonably satisfactory to Assignee and suitable for filing with the United States Patent and Trademark Office or other authority as necessary to record and perfect this assignment, and to vest in Assignee all right, title, and interest in and to the Marks in accordance with applicable law. As between Assignor and Assignee, Assignee shall be responsible, at Assignee's expense, for filing this Agreement and/or other documents, certificate, and instruments of conveyance with the applicable authorities, provided that, upon Assignee's reasonable request, and at Assignee's expense, Assignor shall take such steps and actions, and provide such cooperation and assistance, to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Marks in accordance with this Agreement to Assignee, or any of Assignee's successors or assigns.

4. General.

4.1 Assignment; Third Party Beneficiaries. This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and assigns of the Parties. Nothing in this Agreement will be construed to give any Person other than the Parties to this Agreement any legal or equitable right under or with respect to this Agreement or any provision of this Agreement, except such rights as will inure to a successor or permitted assignee pursuant to this Section 4.1.

4.2 Entire Agreement; Modification. This Agreement, including the schedules attached hereto and other agreements and documents referred to herein, contains the entire agreement and understanding of the Parties hereto with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, oral and written, among the Parties with respect to such subject matter. To the extent any provision of this Agreement conflicts with any provision of the Purchase Agreement, the Purchase Agreement will govern. This Agreement may not be amended except by a written agreement signed by each of the Parties to this Agreement.

4.3 Severability. If any provision of this Agreement or the application of any such provision to any Person or circumstance shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof or such provision to any other Person or circumstance or in any other jurisdiction. Any invalid, illegal, or unenforceable provision in this Agreement shall be replaced by the Parties or, if the Parties are unable to reach such an agreement, by a court of competent jurisdiction, with a valid provision that most closely approximates the intent and economic effect of the invalid, illegal, or unenforceable provision.

4.4 Headings; Construction. The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All annexes, exhibits, and schedules to this Agreement are incorporated into and constitute an integral part of this Agreement as if fully set forth herein. All words used in this Agreement will be construed to be of such gender or number as the context requires. All references to documents, instruments, or agreements will be deemed to refer as well to all addenda, exhibits, schedules, or amendments thereto. The language used in this Agreement will be construed, in all cases, according to its fair meaning, and not for or against any party hereto. Each Party acknowledges that he or it has reviewed this Agreement and agrees that all rules of construction to the effect that any ambiguities in this Agreement are to be resolved against the drafting Party will not be available in the interpretation of this Agreement.

4.5 Choice of Law; Waiver of Jury Trial. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, without regard to conflicts of laws principles. The courts located in Dallas, Texas shall be the exclusive place of venue with respect to any legal proceedings between the Parties arising out of or related to this Agreement. EACH PARTY HERETO EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING RELATING TO OR ARISING IN ANY WAY FROM THIS AGREEMENT OR THE MATTERS CONTEMPLATED HEREBY.

4.6 Counterparts; Effectiveness. This Agreement may be executed in one or more counterpart signature pages, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement, which shall be binding upon all of the Parties hereto notwithstanding the fact that all Parties are not signatory to the same counterpart. The exchange and delivery of executed copies of this Agreement and of signature pages by facsimile transmission, by electronic signature (whether digital or encrypted, such as one transmitted via DocuSign or EchoSign), by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature and shall be binding for all purposes hereof.

4.7 Attorneys’ Fees. In the event that any suit or action is instituted to enforce any provision in this Agreement or the instruments or agreements contemplated by this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs, and expenses of enforcing any right of such prevailing party under or with respect to this Agreement or any such instrument or other agreement, including without limitation, such

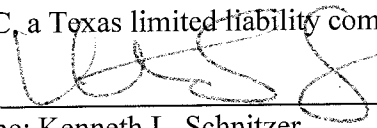
reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs, and expenses of appeals.

[Remainder of Page Intentionally Blank – Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement, or have caused this Agreement to be duly executed and delivered on their behalf by a duly authorized representative, as of the date first above written.

**ASSIGNOR:**

**PARK PLACE MOTORCARS OF TEXAS  
LLC, a Texas limited liability company.**

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

Name: Kenneth L. Schnitzer

Title: Chairman

**ASSIGNEE:**

**ASBURY AUTOMOTIVE GROUP L.L.C.,  
a Delaware limited liability company.**

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

Name: David W. Hult

Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement, or have caused this Agreement to be duly executed and delivered on their behalf by a duly authorized representative, as of the date first above written.

**ASSIGNOR:**

**PARK PLACE MOTORCARS OF TEXAS  
LLC**, a Texas limited liability company.

By: \_\_\_\_\_  
Name: Kenneth L. Schnitzer  
Title: Chairman

**ASSIGNEE:**

**ASBURY AUTOMOTIVE GROUP L.L.C.**,  
a Delaware limited liability company.




By: \_\_\_\_\_  
Name: David W. Hult  
Title: President and Chief Executive Officer



## Schedule A

### Marks

As used in the Federal Trademark Assignment Agreement by and between **Park Place Motorcars of Texas LLC** and **Asbury Automotive Group L.L.C.**, the Marks mean and include, with the exception of any Excluded Assets, all federal trademarks, service marks, logos, slogans, and other source indicia, whether registered with the U.S. Patent & Trademark Office or unregistered, that relate to, are used by, or are held for use by Assignor in connection with its Respective Business or the Business in general, including, without limitation, the following:

Mark	Federal Reg. No.	Reg. Date	Federal Serial No.	Filing Date
	6,000,124	Mar. 03, 2020	88/329,948	Mar. 07, 2019
PARK PLACE LUXURY AND SUPERCAR SHOWCASE	6,000,123	Mar. 03, 2020	88/329,935	Mar. 07, 2019
			88/329,943	Mar. 07, 2019
PARK PLACE SELECT			88/329,939	Mar. 07, 2019
PARK PLACE MOTORCARS ARLINGTON	5,324,375	Oct. 31, 2017	86/750,386	Sep. 08, 2015
PARK PLACE MOTORCARS	5,057,474	Oct. 11, 2016	86/750,383	Sep. 08, 2015
	3,190,695	Jan. 02, 2007	76/648,810	Oct. 19, 2005
PARK PLACE BODYWERKS	3,315,134	Oct. 23, 2007	76/649,363	Oct. 28, 2005

BODYWERKS	3,164,347	Oct. 31, 2006	76/539,733	Aug. 08, 2003
PARK PLACE	2,954,268	May 24, 2005	76/540,299	Aug. 13, 2003
PARK PLACE DEALERSHIPS	2,954,266	May 24, 2005	76/540,191	Aug. 13, 2003
EXPERTS IN EXCELLENCE	2,886,018	Sep. 21, 2004	76/539,294	Aug. 08, 2003