

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615520

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900577921		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Liberty Collision Center, Inc.		08/18/2020	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	CollisionRight, LLC		
Street Address:	100 Crescent Court, Suite 1700		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5891346	MAKING CARS GREAT AGAIN	
Registration Number:	5889672	LC	
Registration Number:	4470098	LIBERTY COLLISION CENTER	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	20761-00074		
NAME OF SUBMITTER:	Stephanie Kann		
SIGNATURE:	/stephanie kann/		
DATE SIGNED:	12/18/2020		
Total Attachments: 6			

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made as of August 18, 2020, by and among LIBERTY COLLISION CENTER, INC., an Ohio corporation ("LCC"), LIBERTY COLLISION CENTERS OF OHIO LLC ("LCC Ohio"), LIBERTY COLLISION CENTER FRANKLIN LLC ("LCC Franklin") and LIBERTY COLLISION CENTER CENTERVILLE, LLC ("LCC Centerville") and together with LCC, LCC Ohio and LCC Franklin, singularly and collectively "Assignor", each an Ohio limited liability company, to CollisionRight, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as hereinafter defined).

WHEREAS, Assignor, Assignee and certain other parties are party to the Asset Purchase Agreement, dated as of July 31, 2020 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, all Seller Intellectual Property of Assignor, and all tangible embodiments of the foregoing, upon the terms and subject to the conditions set forth in the Purchase Agreement and this Assignment; and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to execute and deliver this Assignment by which the Seller Intellectual Property (the "Transferred IP") is assigned and conveyed by Assignor to Assignee at the Closing.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, upon the terms and subject to the conditions set forth in the Purchase Agreement and this Assignment, it is hereby agreed that:

1. Assignor does hereby irrevocably and unconditionally:

(a) sell, assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in, to and under, together with the goodwill of the business with which the Trademarks are used and that is symbolized by the Trademarks, to the extent that such rights and goodwill exist, free and clear of all Liens and liabilities (other than Assumed Liabilities): (i) the Transferred IP; (ii) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Transferred IP, including, without limitation, all causes of action and other enforcement rights for (A) damages, (B) injunctive relief, (C) inventorship or authorship rights and (D) any other remedies of any kind for past, current and future infringement; and (iii) rights to collect royalties or other payments under or on account of any of the Transferred IP, the same 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) agree to waive, to the extent applicable, any "moral" rights with respect to the Transferred IP, including but not limited to rights of attribution, integrity and disclosure arising from all or any part of the copyrights included in the Transferred IP, together with all claims for damages and other remedies asserted on the basis of moral rights, and transfers, conveys and assigns unto Assignee any waivers granted to Assignor of any such moral rights, in each case, to the fullest extent permitted by applicable law; and

(c) agree, without charge to Assignee, to assist Assignee in perfecting the transfer of ownership of the Transferred IP, including all Intellectual Property rights therein throughout the

world, including executing transfer applications, assignments, declarations, affidavits and any other papers in connection therewith reasonably necessary to perfect such right, title and interest in Assignee. In the event Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed to perfect the transfer of ownership of the Transferred IP, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on Assignor's behalf to execute and file such documents, with the same legal force and effect as if executed by Assignor. The Assignor agrees to provide such assistance and cooperation as Assignee may reasonably request in connection with Assignee's prosecution of any applications for registration being pursued by Assignor as of the date hereof and included in the Transferred IP (including appeals in connection therewith), including providing documents and materials in the possession or control of Assignor.

2. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee.

3. Without prejudice to Section 1 above, Assignor hereby covenants that, from time to time after the delivery of this Assignment, at Assignee's request, Assignor will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, such further acts, conveyances, transfers, assignments, powers of attorney and assurances as may reasonably be required to more effectively convey, transfer to and vest in Assignee, and to put Assignee and its successors and assigns in possession of, any of the Transferred IP.

4. Nothing in this Assignment shall alter any liability or obligation of Assignor or Assignee under the Purchase Agreement, which shall govern the representations, warranties and obligations of the parties with respect to the Transferred IP.

5. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. The terms and conditions of Section 7.10 of the Purchase Agreement are incorporated by reference herein *mutatis mutandis*.

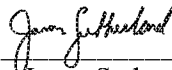
7. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[The remainder of this page has been intentionally left blank.]

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

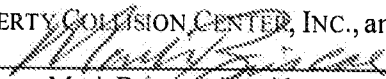
ASSIGNEE:

COLLISIONRIGHT, LLC


By: 
Name: Jason Sutherland
Title: Vice President, Treasurer and Secretary

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

ASSIGNOR:

LIBERTY COLLISION CENTER, INC., an Ohio corporation
By: 
Mark Briscoe, President

LIBERTY COLLISION CENTER FRANKLIN LLC and
LIBERTY COLLISION CENTER CENTERVILLE, LLC, each
an Ohio limited liability company

By: 
Mark Briscoe, Manager

LIBERTY COLLISION CENTERS OF OHIO LLC, an Ohio
limited liability company

By: _____
Katie Briscoe, Manager

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

ASSIGNOR:

LIBERTY COLLISION CENTER, INC., an Ohio corporation

By: _____
Mark Briscoe, President

LIBERTY COLLISION CENTER FRANKLIN LLC and
LIBERTY COLLISION CENTER CENTERVILLE, LLC, each
an Ohio limited liability company

By: _____
Mark Briscoe, Manager



LIBERTY COLLISION CENTERS OF OHIO LLC, an Ohio
limited liability company

By: Katie Briscoe
Katie Briscoe, Manager

SCHEDULE 2.12(a)
List of All Seller Intellectual Property

Seller Owned Intellectual Property - "Transferred IP"

U.S. Federal Trademarks

Mark	Filing/Reg. Date	Serial/Reg. No.	Status	Owner
MAKING CARS GREAT AGAIN	Filing Date 4/30/2019 Reg. Date 10/22/2019	Serial No. 88/409,636 Reg. No. 5,891,346	Registered	Liberty Collision Center, Inc. (OH corp.)
	Filing Date 3/30/2019 Reg. Date 10/22/2019	Serial No. 88/364,067 Reg. No. 5,889,672	Registered	Liberty Collision Center, Inc. (OH corp.)
	Filing Date 6/4/2013 Reg. Date 1/21/2014	Serial No. 85/950,134 Reg. No. 4,470,098	Registered	Liberty Collision Center, Inc. (OH corp.)