

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM717403

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Automile Holdings, LLC		11/17/2021	Limited Liability Company: DELAWARE
Automile Parent Holdings, LLC		11/17/2021	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Group 1 Automotive, Inc.
<b>Street Address:</b>	800 Gessner, Suite 500
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77024
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
<b>Serial Number:</b>	90723278	GET SO MUCH MORE, FOR SO MUCH LESS.
<b>Serial Number:</b>	90720914	GO CASH GO
<b>Serial Number:</b>	90230914	PRIME AUTOMOTIVE
<b>Serial Number:</b>	90230911	PRIME AUTOMOTIVE
<b>Serial Number:</b>	90230899	PRIME AUTOMOTIVE GROUP
<b>Serial Number:</b>	90230887	PRIME AUTOMOTIVE GROUP
<b>Serial Number:</b>	90110002	PRIME AUTOMOTIVE GROUP
<b>Serial Number:</b>	90230896	
<b>Serial Number:</b>	90230890	
<b>Serial Number:</b>	90110007	PRIME AUTOMOTIVE GROUP
<b>Serial Number:</b>	77097816	PRIME MOTOR GROUP
<b>Serial Number:</b>	77097807	PRIME
<b>Serial Number:</b>	88159912	PRIME FLIP

## CORRESPONDENCE DATA

Fax Number: 8322393600

*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.*

TRADEMARK

**Phone:** 832-239-3786  
**Email:** nytéf@jonesday.com  
**Correspondent Name:** Anna E. Raimer  
**Address Line 1:** Jones Day  
**Address Line 2:** 250 Vesey Street  
**Address Line 4:** New York, NEW YORK 10281

**ATTORNEY DOCKET NUMBER:** 324837-000015

**NAME OF SUBMITTER:** Anna E. Raimer

**SIGNATURE:** /Anna E. Raimer/

**DATE SIGNED:** 03/29/2022

**Total Attachments: 6**

source=Prime\_US IP\_Assignment#page1.tif

source=Prime\_US IP\_Assignment#page2.tif

source=Prime\_US IP\_Assignment#page3.tif

source=Prime\_US IP\_Assignment#page4.tif

source=Prime\_US IP\_Assignment#page5.tif

source=Prime\_US IP\_Assignment#page6.tif

*Execution Version*

## **AMENDED AND RESTATED INTELLECTUAL PROPERTY ASSIGNMENT**

This AMENDED AND RESTATED INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), effective as of November 17, 2021 (the "Effective Date"), is by and between Automile Holdings, LLC, a Delaware limited liability company, and Automile Parent Holdings, LLC, a Delaware limited liability company (collectively, "Assignors"), on the one hand, and Group 1 Automotive, Inc., a Delaware corporation ("Assignee"), on the other hand (Assignee, together with Assignors, each a "Party" and, collectively, the "Parties"). All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed to such terms in the Purchase Agreement (defined herein below).

WHEREAS, certain affiliates of Assignors and Assignee are parties to that certain Purchase Agreement, dated September 12, 2021 (the "Purchase Agreement"), pursuant to which Assignors desire to sell, transfer, assign and deliver to Assignee, and Assignee desires to purchase, acquire, assume and accept from Assignors all of their respective right, title and interest in and to all of the Transferred Intellectual Property, including the (i) Trademark applications and/or registrations set forth on Schedule A hereto, and all goodwill of the business associated with and symbolized thereby, and (ii) domain names set forth on Schedule B hereto;

WHEREAS, pursuant to the Purchase Agreement, Assignee is a successor to the ongoing and existing portion of the business of Assignors to which the Transferred Intellectual Property pertains;

WHEREAS, Automile Holdings, LLC and Assignee entered into that certain Intellectual Property Assignment Agreement, dated November 17, 2021 ("Existing Assignment"), pursuant to which Automile Holdings, LLC assigned all of its right, title and interest in and to all of the Transferred Intellectual Property to Assignee; and

WHEREAS, the Parties desire to confirm their understanding and clarify certain provisions of the Existing Assignment, such that this Assignment shall supersede and replace the Existing Assignment in its entirety;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. As of the Effective Date, each Assignor sells, transfers, assigns, conveys and delivers to Assignee all of such Assignor's respective right, title and interest in and to the Transferred Intellectual Property, together with the right to all past, present and future income, royalties, damages and payments due with respect to the foregoing and all rights of action, both at law and in equity with respect thereto, including all rights to sue, settle any claims, and collect all

damages for any past, present, or future infringement or misappropriation of the Transferred Intellectual Property, including the goodwill of the businesses connected to the use of the Transferred Intellectual Property, the same to be held and enjoyed by Assignee, its successors and assigns forever.

2. Assignee shall have the right to record this Assignment with all applicable Governmental Authorities, domain name registrars and other applicable entities so as to perfect its ownership of the Transferred Intellectual Property.

3. Nothing contained in this Assignment is intended to or shall be deemed to modify, alter, amend or otherwise change any of the rights or obligations of the Parties and their respective Affiliates under the Purchase Agreement. 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, where applicable. The Parties agree that, in the event of any discrepancy or inconsistency, the terms of the Purchase Agreement shall prevail over the terms of this Assignment, or any document entered into pursuant to this Assignment.

4. This Assignment may be executed in two or more counterparts (including by digital or other electronic means), and delivered by e-mail or facsimile, all of which shall be considered one and the same agreement and shall become effective when two or more counterparts have been signed by each of the parties and delivered to the other parties. Any copy of this Assignment made by reliable means (e.g., photocopy or facsimile) is considered an original.

5. This Assignment, and all matters, claims or causes of action (whether at law, in equity, in Contract, in tort or otherwise) based upon, arising out of or relating to this Assignment or the negotiation, execution or performance of this Assignment, shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

6. Neither this Assignment nor any of the rights, interests or obligations under this Assignment shall be assigned, in whole or in part, by operation of Law or otherwise by any of the Parties without the prior written consent of the other Parties. Any purported assignment without such consent shall be null and void. This Assignment will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and permitted assigns.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date above first written.

ASSIGNORS:

AUTOMILE HOLDINGS, LLC

DocuSigned by:  
By: Todd Skelton  
Name: EC1CAD18FC1F4FA... TODD SKELTON  
Title: Chief Executive officer

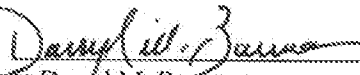
AUTOMILE DADENT HOLDINGS, LLC

DocuSigned by:  
By: Todd Skelton  
Name: EC1CAD18FC1F4FA... TODD SKELTON  
Title: Chief Executive officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

ASSIGNEE:

GROUP 1 AUTOMOTIVE, INC.

By:   
Name: Darryl M. Butman  
Title: Senior Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]