

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764198

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Canby Motors, Inc.		10/26/2022	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	CollisionRight, LLC		
Street Address:	6767 Longshore Drive		
Internal Address:	4th Floor		
City:	Dublin		
State/Country:	OHIO		
Postal Code:	43017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5133329	YOUR CAR CANBY NEW AGAIN	
CORRESPONDENCE DATA			
Fax Number:	6144642634		
<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:	6144625400		
Email:	trademarks@keglerbrown.com		
Correspondent Name:	MYW/S*B		
Address Line 1:	65 E State Street STE 1800		
Address Line 2:	Kegler, Brown, Hill & Ritter Co., L.P.A.		
Address Line 4:	Columbus, OHIO 43215		
NAME OF SUBMITTER:	Molly Y. Werhan, Ohio Bar Member		
SIGNATURE:	/MYW/		
DATE SIGNED:	10/28/2022		
Total Attachments: 6			
source=2022.10.26 Executed Assignemnt of YOUR CAR CANBY NEW AGAIN 5133329#page1.tif			
source=2022.10.26 Executed Assignemnt of YOUR CAR CANBY NEW AGAIN 5133329#page2.tif			
source=2022.10.26 Executed Assignemnt of YOUR CAR CANBY NEW AGAIN 5133329#page3.tif			
source=2022.10.26 Executed Assignemnt of YOUR CAR CANBY NEW AGAIN 5133329#page4.tif			

CH \$40.00 5133329

source=2022.10.26 Executed Assignemnt of YOUR CAR CANBY NEW AGAIN 5133329#page5.tif
source=2022.10.26 Executed Assignemnt of YOUR CAR CANBY NEW AGAIN 5133329#page6.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this “Assignment”) is made as of October 26, 2022, by and between CollisionRight, LLC, a Delaware limited liability company, with a primary business address of 6767 Longshore Drive, 4th Floor, Dublin, Ohio 43017 (the “Assignee”), and Canby Motors, Inc., a Maryland corporation, dba Canby Motors Collision Repair, with a primary business address of 1232 S Philadelphia Blvd, Aberdeen, Maryland 21001, and Mark Canby, a Maryland resident (collectively, the “Assignor”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as hereinafter defined).

RECITALS

A. The Assignor and the Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), pursuant to which the Assignor has agreed to sell to the Assignee, and the Assignee has agreed to purchase from the Assignor, all Seller Intellectual Property, 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

B. Pursuant to the Purchase Agreement, the Assignor has agreed to execute and deliver this Assignment by which the Seller Intellectual Property (including the Seller Intellectual Property set forth on Section 3.15(a) of the Disclosure Schedule and the registered Intellectual Property set forth on Exhibit A attached hereto) (collectively, the “Transferred IP”) is assigned and conveyed by the Assignor to the Assignee at the Closing.

AGREEMENT

In consideration of the foregoing 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. Effective as of the Closing, the Assignor does hereby irrevocably and unconditionally:
 - a. sell, assign, transfer, convey and deliver to the Assignee all of the Assignor’s right, title and interest in, to and under, together with the goodwill of the business with which the Marks are used and that is symbolized by the Marks, to the extent that such rights and goodwill exist, free and clear of all Encumbrances 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 and other legal or equitable relief, (C) inventorship or authorship rights and (D) any other remedies of any kind for past, current and future infringement, inventorship or authorship rights, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; 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 the Assignee for its own use and enjoyment, and for the use and enjoyment of their respective successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by the 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 the Assignee any waivers granted to the Assignor of any such moral rights, in each case, to the fullest extent permitted by applicable Law; and
- c. agree, upon request by Assignee and without charge to the Assignee, to 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 necessary to effect, evidence, or perfect 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 the Assignee. In the event the Assignee is unable for any reason, after reasonable effort, to secure the Assignor’s signature on any document needed to perfect the transfer of ownership of the Transferred IP, the Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents as the Assignor’s agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on the Assignor’s behalf to execute and file such documents, with the same legal force and effect as if executed by the Assignor. The Assignor agrees to provide such assistance and cooperation as the Assignee may reasonably request in connection with the prosecution of any applications for registration being pursued by the 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 the Assignor.

2. The 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 the Assignee.

3. Without prejudice to Section 1 above, the Assignor hereby covenants that, from time to time after the delivery of this Assignment, at the request of the Assignee, the 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 the Assignee, and to put the Assignee and its successors and assigns in possession of, any of the Transferred IP.

4. The terms of the Purchase Agreement are incorporated herein by this reference. Nothing in this Assignment, express or implied, is intended or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement. 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. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

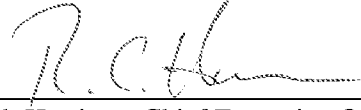
6. This Assignment may be executed in counterparts, including counterparts executed or delivered by electronic means, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this instrument effective as of the date first set forth above.

ASSIGNEE:

COLLISIONRIGHT, LLC

By: 
Rich Harrison, Chief Executive Officer

ASSIGNOR:

CANBY MOTORS, INC.

By: _____
Mark Canby, President

Mark Canby, an individual

IN WITNESS WHEREOF, the parties hereto have executed this instrument effective as of the date first set forth above.

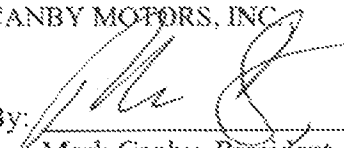
ASSIGNEE:

COLLISIONRIGHT, LLC

By: _____
Rich Harrison, Chief Executive Officer

ASSIGNOR:

CANBY MOTORS, INC

By:  _____
Mark Canby, President

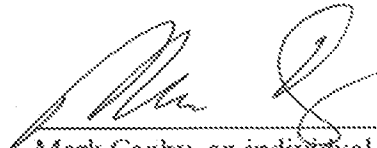
 _____
Mark Canby, an individual

Exhibit A

REGISTERED INTELLECTUAL PROPERTY

Trademark	Reg. No.	Reg. Date	Goods and Services Description
YOUR CAR CANBY NEW AGAIN	5133329	1/31/2017	Repair of automobiles; Automotive collision repair services.