

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM805499

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Schaefer Autobody Centers, Inc.		04/24/2023	Corporation:
RECEIVING PARTY DATA			
Name:	Quality Collision Midwest, LLC		
Street Address:	401 City Avenue		
City:	Bala Cynwyd		
State/Country:	PENNSYLVANIA		
Postal Code:	19004		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97759205	SCHAEFER AUTOBODY CENTERS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3127597272		
Email:	nina.dhillon@troutman.com		
Correspondent Name:	Dave Wormser		
Address Line 1:	401 9th Street NW, Suite 1000		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	257810.000019		
NAME OF SUBMITTER:	Nina Dhillon		
SIGNATURE:	/nina dhillon/		
DATE SIGNED:	04/24/2023		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “**Agreement**”) dated as of April 24, 2023, is executed and delivered by Schaefer Autobody Centers, Inc., a Missouri corporation (“**Seller**”), to Quality Collision Midwest, LLC, a Delaware limited liability company (“**Purchaser**”).

BACKGROUND

Pursuant to that certain Asset Purchase Agreement, dated as of April 3, 2023 (the “**Purchase Agreement**”), by and among Purchaser, Seller and Scott Schaefer, an individual and sole equityholder of Seller, Seller agreed to sell, assign, transfer, deliver and convey to Purchaser all of Seller’s Owned IP and other Intellectual Property rights. Seller has previously executed an Intellectual Property Assignment Agreement, dated as of April 3, 2023 (the “**IP Assignment**”) in which it assigned all of the Seller Owned IP and other Intellectual Property rights to Purchaser. Seller, in accordance with Section 2 of the IP Assignment and Section 6.1 (Further Assurances) of the Purchase Agreement, is confirming the assignment of the Seller Owned IP constituting a registered trademark.

AGREEMENT

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and adequacy of which are conclusively acknowledged, and intending to be legally bound hereby, Seller hereby agrees as follows:

1. On the terms and subject to the conditions set forth in this Agreement and the Purchase Agreement, Seller hereby perpetually, irrevocably, and unconditionally sells, conveys, transfers, assigns and delivers to Purchaser, and Purchaser hereby purchases, accepts and assumes from Seller, all of Seller’s right, title, and interest in and to the trademark application listed on Exhibit A to this Agreement (the “**Trademark**”), together with all goodwill associated with the Trademark, free and clear of any Liens (other than Permitted Liens).

2. Seller, for itself and its successors and assigns, hereby covenants that from time to time and at Purchaser’s request, but without further consideration, Seller will do, execute, acknowledge and deliver or will cause to be done, executed, acknowledged and delivered all and every such further acts, transfers, conveyances, assignments, powers of attorney and assurances as reasonably may be required for more effectively assuring, conveying, transferring, confirming and vesting unto Purchaser the Trademark and for aiding and assisting Purchaser in collecting and reducing the same to possession. The execution and delivery of any such additional documents or instruments shall not affect the validity of this Agreement.

3. This Agreement, the IP Assignment, the Purchase Agreement and the other transaction documents constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersede all prior agreements, representations, undertakings and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof. All representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall survive the execution and delivery of this Agreement and shall continue

in full force and effect as provided in the Purchase Agreement. Neither the making nor the acceptance of this Agreement or of any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance as to the Trademark shall restrict, impair, reduce, expand or otherwise modify the terms of the Purchase Agreement. In the event of any conflict between this Agreement and the Purchase Agreement, the provisions of the Purchase Agreement shall control.

4. This Agreement may be assigned by Purchaser.

5. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Except as expressly provided herein, nothing herein expressed or implied is intended or shall be construed to confer upon or to give any Person, other than the parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflicts of laws provisions of any jurisdiction.

7. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

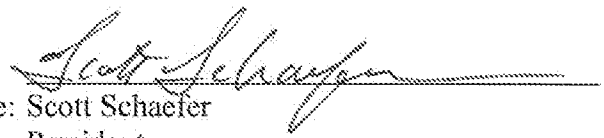
8. This Agreement may be executed (including by electronic signature, facsimile or email of a .pdf attachment) in any number of counterparts, each of which will be deemed an original, but all of which together will constitute but one and the same instrument. This Agreement may be delivered by electronic signature, facsimile or email of a .pdf attachment, and each party hereto shall be permitted to rely upon the signatures so transmitted to the same extent and effect as if they were original signatures.

[Signature page follows]

The parties hereto have caused this Intellectual Property Assignment Agreement to be duly executed as of the date first above written.

SELLER:

SCHAEFER AUTOBODY CENTERS, INC.

By: 
Name: Scott Schaefer
Title: President

PURCHASER:

QUALITY COLLISION MIDWEST, LLC

By: _____
Name: Jerod Guerin
Title: Chief Executive Officer

The parties hereto have caused this Intellectual Property Assignment Agreement to be duly executed as of the date first above written.

SELLER:

SCHAEFER AUTOBODY CENTERS, INC.

By: _____
Name: Scott Schaefer
Title:

PURCHASER:

QUALITY COLLISION MIDWEST, LLC

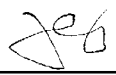
By:  _____
Name: Jerod Guerin
Title: Chief Executive Officer

Exhibit A

Trademarks

Trademark	Application No.	File Date	Country
SCHAEFER AUTOBODY CENTERS	97759205	2023-01-18	USA