

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM804632

|   |  |                       |                         |
|---|--|-----------------------|-------------------------|
| <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>      |
| Watsonville Auto Body, Inc.   |  | 11/16/2022            | Corporation: CALIFORNIA |
| Garland & Summers, Inc  |  | 11/16/2022            | Corporation: CALIFORNIA |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                         |
| <b>Name:</b>  | Quality Collision Norcal, LLC                      |                       |                         |
| <b>Street Address:</b>  | 401 E. City Ave.                                   |                       |                         |
| <b>City:</b>  | Bala Cynwyd  |                       |                         |
| <b>State/Country:</b>   | PENNSYLVANIA                                       |                       |                         |
| <b>Postal Code:</b>   | 19004  |                       |                         |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE                |                       |                         |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |                       |                         |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                         |
| <b>Serial Number:</b>   | 86057664   | WATSONVILLE AUTO BODY |                         |
| <b>Serial Number:</b>   | 86057638   | WAB                   |                         |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                         |
| <b>Fax Number:</b>  |  |                       |                         |
| <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>   | 3127597272   |                       |                         |
| <b>Email:</b>   | nina.dhillon@troutman.com                          |                       |                         |
| <b>Correspondent Name:</b>  | Dave Wormser                                       |                       |                         |
| <b>Address Line 1:</b>  | 401 9th Street NW, Suite 1000                      |                       |                         |
| <b>Address Line 4:</b>  | Washington, D.C. 20004                             |                       |                         |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 257810.000005                                      |                       |                         |
| <b>NAME OF SUBMITTER:</b>   | Nina Dhillon                                       |                       |                         |
| <b>SIGNATURE:</b>   | /nina dhillon/                                     |                       |                         |
| <b>DATE SIGNED:</b>   | 04/20/2023   |                       |                         |
| <b>Total Attachments: 4</b>   |  |                       |                         |
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| source=WAB - IP Assignment (Revised)#page2.tif  |  |                       |                         |
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CH \$65.00 86057664



## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “*Agreement*”) dated as of November 16, 2022, is executed and delivered by Watsonville Auto Body, Inc., a California corporation with offices at 107 Airport Blvd., Freedom, CA 95019 (“*WAB Seller*”) and Garland & Summers, Inc., a California corporation with an address of 2850 Soquel Avenue, Santa Cruz, CA 95062 (“*G&S Seller*” and, together with WAB Seller, each referred to as a “*Seller*” and together referred to as the “*Sellers*”), to Quality Collision NorCal, LLC, a Delaware limited liability company (“*Purchaser*”).

### BACKGROUND

Pursuant to that certain Asset Purchase Agreement (the “*Purchase Agreement*”) dated as of November 16, 2022, by and among Purchaser, Seller, Garland & Summers Inc., a California corporation, and Michael Garland, an individual, Seller has agreed to sell, assign, transfer, deliver and convey to Purchaser all of Seller’s Owned IP.

### 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 Seller’s Owned IP, including the registered trademarks listed on Exhibit A to this Agreement and all goodwill associated with those trademarks, free and clear of any Liens (other than Permitted Liens).

2. Seller 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 any of Seller’s Owned IP. The execution and delivery of any such additional documents or instruments shall not affect the validity of this Agreement.

3. This Agreement and the Purchase Agreement 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 any Owned IP 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 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 conflict-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]*

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

**SELLER:**

WATSONVILLE AUTO BODY, INC.

By: Michael Garland  
Name: Michael Garland  
Title: President

GARLAND & SUMMERS, INC.

By: Michael Garland  
Name: Michael Garland  
Title: President


**PURCHASER:**

QUALITY COLLISION NORCAL, LLC

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

*[Signature Page to Intellectual Property Assignment Agreement]*

EXHIBIT A  
REGISTERED TRADEMARKS

| Trademark   | Application No. | File Date  | Country |
|---|-----------------|------------|---------|
| WATSONVILLE AUTO BODY   | 86/057,664      | 2013-09-06 | USA     |
|  | 86/057,638      | 2013-09-06 | USA     |