

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM719024

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Automotive Distribution Network		01/01/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Pronto Network Cooperative, Inc.		
Street Address:	2601 Heritage Avenue		
City:	Grapevine		
State/Country:	TEXAS		
Postal Code:	76051		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Serial Number:	90603897	CHAMPION OF NAME BRAND AUTO PARTS	
Registration Number:	6287279	THE NETWORK ACADEMY	
Registration Number:	5801141	STRATUS	
Registration Number:	5345175	THE NETWORK	
Registration Number:	5350975	RUN SILENT	
Registration Number:	4092518	PARTSHARE	
Registration Number:	3909398	NETWORK INTELLIGENCE	
Registration Number:	4362109	AUTOSAVER	
Registration Number:	4171330	AUTOSTAR	
Registration Number:	2524702	PARTS PLUS UNIVERSITY	
Registration Number:	2524701	PARTS PLUS UNIVERSITY	
Registration Number:	2597972	AUTO PRIDE	
Registration Number:	2604243	AUTO SERVICE EXPERTS	
Registration Number:	2521372	AUTO SERVICE EXPERTS	
Registration Number:	2466530	COMFORT TEMP	
Registration Number:	2381625	FEET ON THE STREET	
Registration Number:	2324652	ASP	
Registration Number:	2753433	COLLISION PRO	
Registration Number:	2742462	COLLISION PRO	

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Property Type	Number	Word Mark
Registration Number:	2813288	COLLISION PRO
Registration Number:	2729514	COLLISION PRO
Registration Number:	2345906	ASP AUTOMOTIVE SERVICE PROFESSIONALS
Registration Number:	2059316	NOT JUST PARTS...PARTS PLUS
Registration Number:	2061286	PARTS PLUS AUTOSTORE
Registration Number:	2055258	AUTO PRIDE
Registration Number:	1928141	PARTS PLUS CAR CARE CENTER
Registration Number:	1759510	PARTS PLUS
Registration Number:	1760936	PARTS PLUS
Registration Number:	1760493	P
Registration Number:	1151983	PARTS PLUS
Registration Number:	1607902	PARTS PLUS
Registration Number:	1589473	AMERICA'S FAMILY OF AUTO PARTS STORES
Registration Number:	1523825	PRO-CHECK
Registration Number:	1481013	REPAIR AMERICA
Registration Number:	1441594	AUTO PRIDE

CORRESPONDENCE DATA

Fax Number: 3134276663

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.

Phone: 3124271300

Email: CHIUSTM@LADAS.NET

Correspondent Name: Burton S. Ehrlich

Address Line 1: 224 S. Michigan Avenue

Address Line 2: Suite 1600

Address Line 4: Chicago, ILLINOIS 60604

ATTORNEY DOCKET NUMBER:	PRONTO ASSIGN
NAME OF SUBMITTER:	Burton S. Ehrlich
SIGNATURE:	/bsehrlich/
DATE SIGNED:	04/05/2022

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment Agreement") is made and entered into effective as of January 1, 2022, by and between Automotive Distribution Network, a Delaware limited liability company ("Assignor"), and [Pronto Network Cooperative, Inc.], a Delaware corporation ("Assignee").

Pursuant to the Consolidation Agreement of an even date herewith (the "Consolidation Agreement"), to which the Assignor and Assignee are parties, Assignor has agreed to assign to Assignee all of its rights, title and interest in certain unregistered and registered intellectual property material or related to, necessary for, or used in Assignor's business, as set forth on Exhibit A (collectively, the "Assigned IP"), and to execute and deliver this IP Assignment Agreement for recording with governmental authorities including, but not limited to, the United States Trademark Office, and corresponding entities and agencies in any applicable jurisdiction.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby absolutely, irrevocably and unconditionally conveys, assigns, transfers and agrees to assign and deliver to Assignee and its successors and assigns forever, without any restrictions, limitations or reservations, and Assignee hereby accepts all of Assignor's right, title and interest in and to the Assigned IP, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned IP, as fully and entirely as the same would have been held and enjoyed by Assignor had this IP Assignment Agreement not been made, including the following:

- a) all trademarks, and trademark applications and registrations, and all extensions and renewals thereof, set forth on Exhibit A hereto, provided that, with respect to the United States intent-to-use trademark applications set forth on Exhibit A, if any, the transfer of such applications accompanies, pursuant to the Consolidation Agreement, the transfer of Assignor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing.
- b) any and all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, 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.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall 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 reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Successors and Assigns. This IP Assignment Agreement will bind and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns.

4. Counterparts. This IP Assignment Agreement may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies with signatures transmitted electronically shall be deemed to be original signed versions.

5. Severability. If any term or provision of this IP Assignment Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect the enforceability of any other term or provision of this IP Assignment Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

6. Controlling Terms. Assignor and Assignee hereby agree and acknowledge that this IP Assignment Agreement is being entered into pursuant to and subject to the terms and conditions set forth in the Consolidation Agreement. In the event of any irreconcilable inconsistency between this IP Assignment Agreement and the Consolidation Agreement, the Consolidation Agreement shall control.

7. Governing Law. This IP Assignment Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction). The parties irrevocably submit to the jurisdiction of the courts of the State of Delaware and the United States District Court located in Delaware in any action arising out of or relating to this IP Assignment Agreement, and hereby irrevocably agree that all claims in respect of such action shall be heard and determined in such state or federal court. Each of the parties hereby irrevocably waives all right to trial by jury in any action or counterclaim arising out of or relating to this IP Assignment Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment Agreement as of the date first written above

Assignee:

[PRONTO NETWORK COOPERATIVE, INC.],
a Delaware corporation

By: 

Name:

Title:

ROBERT ROSS
PRESIDENT

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment Agreement
as of the date first written above

Assignor:

AUTOMOTIVE DISTRIBUTION NETWORK, a
Delaware limited liability company

By: 

Name: David Perren

Title: President

Exhibit A
Assigned IP

Reg./Serial No.	Mark
90603897	CHAMPION OF NAME BRAND AUTO PARTS
6287279	THE NETWORK ACADEMY
5801141	STRATUS
5345175	THE NETWORK
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