

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7310848

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	CARMAX BUSINESS SERVICES, LLC	02/19/2022
RECEIVING PARTY DATA		
Name:	CARMAX AUTO SUPERSTORES WEST COAST, INC.	
Street Address:	12800 TUCKAHOE CREEK PKWY	
City:	RICHMOND	
State/Country:	VIRGINIA	
Postal Code:	23238-1115	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	17735482
CORRESPONDENCE DATA		
Fax Number:	(404)885-3900	
<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:	4048853000	
Email:	katherine.swider@troutman.com	
Correspondent Name:	TROUTMAN PEPPER HAMILTON SANDERS LLP	
Address Line 1:	600 PEACHTREE STREET, NE	
Address Line 2:	SUITE 3000	
Address Line 4:	ATLANTA, GEORGIA 30308	
ATTORNEY DOCKET NUMBER:	CARMAX2CON2	
NAME OF SUBMITTER:	ILYA S. MIROV	
SIGNATURE:	/Ilya S. Mirov/	
DATE SIGNED:	05/03/2022	
Total Attachments: 5		
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“Agreement”) dated and effective as of 12:01 p.m. (Richmond, Virginia time) on February 19, 2022 (“Effective Time”), is by and between CarMax Business Services, LLC, a Delaware limited liability company (“Assignor”), and CarMax Auto Superstores West Coast, Inc., a Virginia corporation and sole member of Assignor (“Assignee”). Assignor and Assignee may be referred to herein, individually, as a “Party” and, collectively, as the “Parties.”

WHEREAS, Assignor owns all rights, title, and interest in and to Intellectual Property (as defined below), including the assets set forth in Schedule A (“Patents”), Schedule B (“Trademarks”), Schedule C (“Copyrights”), and Schedule D (“Other Assets” and together with the Patents, Trademarks and Copyrights, collectively, the “Subject Intellectual Property”);

WHEREAS, Assignor and Assignee are parties to that certain Distribution Agreement, by and between Assignor and Assignee and dated as of the Effective Time, pursuant to which Assignor assigned the Intellectual Property to Assignee; and

WHEREAS, Assignee is a successor of the portion of Assignor’s business to which the Subject Intellectual Property pertains, and that business is ongoing and existing; and

WHEREAS, Assignor wishes to assign to Assignee and Assignee wishes to acquire from Assignor, all of Assignor’s rights, title, and interest in and to the Subject Intellectual Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Definitions.

1.1. “**Intellectual Property**” means (i) patents, patent applications and utility models, and applications therefore (including any continuations, continuations-in-part, divisionals, reissues, renewals, extensions or modifications for any of the foregoing), (ii) registered and unregistered trademarks, service marks, trade dress, logos, trade names and brand names, and any combination of such names, including all goodwill associated therewith and all applications, registrations and renewals in connection therewith, (iii) copyrightable works, all copyrights and all applications, registrations and renewals in connection therewith, and moral rights and all other rights corresponding to the foregoing, (iv) trade secrets, proprietary information and confidential business or technical information (including ideas, research and development, know-how, compositions, designs, reports, plans (including design and engineering plans) and studies, drawings, specifications, customer and supplier lists, pricing and cost information and business and market plans and proposals), and all other right in and to the foregoing, (v) computer software and source code (including hard copy and soft copy as well as all data and related documentation), (vi) databases and data collections (including knowledge databases, customer lists and customer databases) under the laws of any jurisdiction, whether registered or unregistered, and any applications for registration therefore, (vii) mask works, and mask work registrations and applications therefore, (viii) financial models, (ix) domain names and uniform resource locators

and registered internet domain names; and (x) industrial design rights and any registrations and applications therefore.

2. Assignment. Effective as of the Effective Time, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, all of Assignor's worldwide rights, title, and interest in and to:

(a) the Subject Intellectual Property, including:

(i) patents and patent applications listed in Schedule A, and all applications for and inventions disclosed in any of the foregoing, including all provisionals, divisionals, continuations, continuations-in-part, reissues, reexaminations, renewals, extensions, and rights to claim priority of any of the foregoing;

(ii) trademark registrations and trademark applications listed in Schedule B, including all renewals and extensions thereof, all common law rights therein and all rights to claim priority and use based on such common law rights, all of the goodwill associated with any of the foregoing, and any other trademark, service mark, or trade dress confusingly similar to any of the foregoing;

(iii) copyright registrations and applications listed in Schedule C;

(iv) other assets or rights listed in Schedule D;

(b) all income, royalties, damages, and payments hereafter due or payable to Assignor with respect to the Subject Intellectual Property, including without limitation damages and payments for past, present, and future infringements of any Subject Intellectual Property; and

(c) all rights to sue and recover damages and payments for past, present, and future infringements of any Subject Intellectual Property, including the right to fully and entirely stand in the place of Assignor in all matters related thereto.

3. Entire Interest. The entire interest assigned herein is to be held and enjoyed by Assignee and by its successors, assigns, and legal representatives to the full end of the terms of any intellectual property right that has been or may be granted on the Subject Intellectual Property, as fully and entirely as the same would have been held by Assignor had this Agreement not been made.

4. Further Assurances. Assignor agrees to take such further action, and to execute and deliver from time to time after the Effective Time and upon request of Assignee such further documents, papers, forms, and authorizations, that may be reasonably necessary for securing, completing, or vesting in Assignee all rights, title, and interest in and to such transferred and assigned rights in the Subject Intellectual Property, to the fullest extent possible.

5. Recordation. Assignor hereby authorizes Assignee to file this Agreement at the United States Patent and Trademark Office, the United States Copyright Office, and their respective counterparts in any applicable jurisdiction in the world, as well as any other office Assignee deems necessary and proper for recordation of the Subject Intellectual Property.

6. Miscellaneous.

6.1. Amendment and Waiver. Any provision of this Agreement may be (a) amended only in a writing signed by the Assignor and Assignee, or (b) waived only in writing executed by the Party against whom enforcement of such waiver is sought. No waiver of any provision hereunder or any breach or default hereof will extend to or affect in any way any other provision or prior or subsequent breach or default.

6.2. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. Upon such determination that any term or provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties hereto as closely as possible in a mutually acceptable manner.

6.3. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

6.4. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

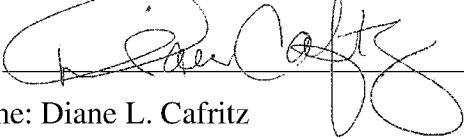
6.5. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia, without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any other jurisdiction.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, authorized representatives of the Parties have executed this Agreement to be effective as of the Effective Time.

ASSIGNOR

CarMax Business Services, LLC

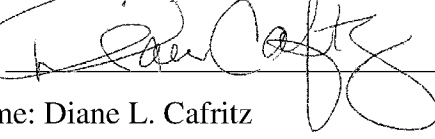
By: 

Name: Diane L. Cafritz

Title: Senior Vice President, General
Counsel and Chief Compliance Officer

ASSIGNEE

CarMax Auto Superstores West Coast, Inc.

By: 

Name: Diane L. Cafritz

Title: Senior Vice President, General
Counsel and Chief Compliance Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

Schedule A
Patents

Application No.	Title	Country	Filing Date	Patent No.	Issue Date
15/789,692	Systems and methods for generating web pages for database search and search engine optimization	US	10/20/2017	10,068,021	9/4/2018
16/051,088	Systems and methods for generating web pages for database search and search engine optimization	US	7/31/2018	10,949,476	3/16/2021
17/186,763	Systems and methods for generating web pages for database search and search engine optimization	US	2/26/2021		
15/934,648	Automatic image cropping systems and methods	US	3/23/2018	10,699,413	6/30/2020
16/866,751	Automatic image cropping systems and methods	US	5/5/2020		
16/790,877	Systems and methods for generating a 360-degree viewing experience	US	2/14/2020	10,845,943	11/24/2020
17/074,942	Systems and methods for generating a 360-degree viewing experience	US	10/20/2020		
16/826,679	Systems and methods for dynamically ingesting and monitoring online products	US	3/23/2020	11,170,424	11/9/2021
17/511,606	Systems and methods for dynamically ingesting and monitoring online products	US	10/27/2021		
16/892,720	Systems and methods for dynamic content distribution	US	6/4/2020		
17/343,529	Systems and methods for dynamic content distribution	US	6/9/2021		
14/264,182	Mobile UVA curing system for collision and cosmetic repair of vehicles	US	4/29/2014	9,324,467	4/26/2016
14/473,788	Devices, systems, and methods for curing a coating	US	8/29/2014	10,259,010	4/16/2019
17/177,613	Vehicle image capture systems and methods	US	2/17/2021		
63/164,157	Systems and methods for comparing acoustic properties of environments and audio equipment	US	3/22/2021		
17/196,062	Systems and methods for synthetic image generation	US	3/9/2021		

PATENT

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