

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338593

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNC BANK, NATIONAL ASSOCIATION		08/25/2014	National Bank: DELAWARE
RECEIVING PARTY DATA			
Name:	Truck and Auto Extras, LLC		
Street Address:	1098 E. New Circle Rd.		
City:	Lexington		
State/Country:	KENTUCKY		
Postal Code:	40505		
Entity Type:	LIMITED LIABILITY COMPANY: KENTUCKY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3020346	CAR ADDONS	
Registration Number:	3015401	TRUCK ADDONS	
Registration Number:	3237995	AUTO ADDONS	
CORRESPONDENCE DATA			
Fax Number:	8883984958		
<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:	8592803229		
Email:	will.montague@wmllex.com		
Correspondent Name:	William L. Montague, Jr.		
Address Line 1:	163 East Main St.		
Address Line 2:	Ste. 300		
Address Line 4:	Lexington, KENTUCKY 40507		
ATTORNEY DOCKET NUMBER:	TRUCK AND AUTO EXTRAS LLC		
NAME OF SUBMITTER:	William L. Montague, Jr.		
SIGNATURE:	/William L. Montague, Jr./		
DATE SIGNED:	04/17/2015		
Total Attachments: 4			
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BILL OF SALE AND DISCLAIMER OF WARRANTIES

FOR AND IN CONSIDERATION of the sum of FIVE-HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$525,000.00), cash, U.S. species (“**Purchase Price**”), the receipt and credit of which is hereby acknowledged, **PNC BANK, NATIONAL ASSOCIATION** (“**Secured Party**” or “**Seller**”), having an office at 101 S. Fifth Street, Louisville, Kentucky, acting solely in its capacity as a secured party disposing of collateral under Kentucky’s Uniform Commercial Code, as of the execution date below, hereby sells, conveys and transfers to **TRUCK AND AUTO EXTRAS, LLC**, a Kentucky limited liability company, as assignee of **GEORGE CLAY**, and having a mailing address of 340 Main Street, Paris, Kentucky (“**Buyer**”), all rights, title and interest it holds as a secured party of **TRAILBLAZERS, INC.**, a Kentucky corporation (“**Debtor**”), in the “Property” as defined below:

“**Property**” shall mean (a) all of the following personal property of Debtor currently located at 1098 New Circle Road, Lexington, Kentucky (the “**Premises**”): (i) inventory, including raw materials, work in process, or materials used or consumed in Debtor's business, items held for sale or lease or furnished or to be furnished under contracts of service, sale or lease, goods that are returned, reclaimed or repossessed; (ii) equipment, including machinery, computers, electronic devices, software and furniture but not including vehicles; and (iii) all business records of the Debtor, in a form acceptable to Buyer; (b) all of the following personal property of Debtor, wherever located: (i) accounts (including credit card receivables but not deposit accounts); and (ii) general intangibles, of every kind and description, including payment intangibles, software, computer information, source codes, object codes, website url’s, addresses, content and designs, records and data, all existing and future customer lists, choses in action, claims (including claims for indemnification or breach of warranty), books, records, patents and patent applications, copyrights, trademarks, tradenames, tradestyles, trademark applications, goodwill, blueprints, drawings, designs and plans, trade secrets, contracts, licenses, license agreements, and formulae; and (c) to the extent transferrable, all of the personal property of Debtor identified on **SCHEDULE 1** hereto and incorporated herein,

collectively, the “**Transaction**”).

Secured Party represents that the Property hereby conveyed represents all remaining collateral (other than cash or deposit accounts) held by it in connection with a note and security agreement given by Trailblazers, Inc., and in the event any additional property should be discovered or recovered by Secured Party which is collateral for said loan, Secured Party will make same available to Buyer, it being the intent of the parties that Secured Party transfer all of its right, title and interest in any such collateral to Buyer under this Transaction. Secured Party further represents that, to the best of its knowledge and belief, it has complied with all requirements of the Uniform Commercial Code in effect in Kentucky for the disposition of collateral by a secured party.

The Purchase Price for the Transaction constitutes good and valuable consideration for the Transaction. This Transaction is free and clear of any lien held by Secured Party, who hereby agrees to terminate any security interest it holds in the Property within five (5) days of the execution date below. Buyer shall pay all sales tax (if any) due as a result of its purchase of the Property. Buyer agrees to provide such information as is required by Seller in good faith to satisfy reporting obligations required pursuant to federal Anti-Money Laundering Laws, the Bank Secrecy Act, and the U.S.A. P.A.T.R.I.O.T. Act, which shall remain a continuing post-Transaction obligation, as required by Seller to satisfy such requirements.

All of the Property which is the subject matter of this Transaction, is SOLD, CONVEYED, AND TRANSFERRED "AS-IS, WHERE-IS," and Seller HEREBY DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, ALL EXPRESS OR IMPLIED WARRANTIES RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND THE LIKE. HOWEVER, THE PARTIES DO NOT INTEND THIS TRANSACTION TO

HAVE ANY EFFECT ON MANUFACTURER'S WARRANTIES ON ANY OF THE PROPERTY BEING SOLD.

The Buyer acknowledges that Seller is acting solely in its capacity as a secured party disposing of collateral under the Uniform Commercial Code, and that Seller is not a manufacturer, vendor or a distributor of the Property. Buyer acknowledges that he has had a sufficient period of time to fully inspect the Property to be satisfied with the current location, condition, and quantity of the Property.

Unless otherwise agreed to between Buyer and Harlan K. Lenox (owner of the Premises) ("**Owner**"), Buyer shall remove the Property from the Premises at its own cost and expense by close of business on the hereinbelow date of execution ("**Removal Time Period**"), and Buyer shall and hereby does indemnify and hold Secured Party and Owner, harmless from any claims, liabilities and costs (including attorney's fees) arising from any property damage, personal injury or death resulting from removal, transport or use of the Property after the execution date below. Secured hereby represents that all obligations it may have to the Owner in connection with the Property will be satisfied through the proceeds of this sale. Buyer also assumes all risk and liability resulting from the removal, transport or use of the Property after the execution date below, and releases Secured Party from all liability arising from any damage, injury or death resulting from such removal, transport or use.

Upon the execution of this Bill of Sale, all risk of loss with respect to the Property shall be borne by Buyer. This Bill of Sale may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. If any provision of this Bill of Sale is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Bill of Sale shall nonetheless remain in full force

and effect. The provisions of this Bill of Sale shall be construed, enforced and governed in all respects by the laws of the Commonwealth of Kentucky.

This Bill of Sale constitutes the final, complete and exclusive understanding of the parties with respect to the matters set forth herein, and supersedes all prior and contemporaneous oral and written agreements or understandings as to its subject matter. This Bill of Sale may not be modified or amended except in writing, signed by each of the parties hereto.

The parties agree that this Transaction is a final sale upon execution of this Bill of Sale.

SELLER:

PNC BANK, NATIONAL ASSOCIATION

By: 

Its: Vice President

Date: 08/05/14

BUYER:

TRUCK AND AUTO EXTRAS, LLC

By: _____

Date: _____