

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
EFFECTIVE DATE:	12/08/2005		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sentinel Automotive Distributors, Inc.		12/08/2005	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Axiom Automotive Technologies, Inc.		
Street Address:	One PPG Place, 31st Floor		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15222		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1600009	SENTINEL	
CORRESPONDENCE DATA			
Fax Number:	(216)579-0212		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	jrmix@jonesday.com		
Correspondent Name:	James R. Mix		
Address Line 1:	901 Lakeside Ave.		
Address Line 2:	c/o James R. Mix, Legal Assistant		
Address Line 4:	Cleveland, OHIO 44114-1190		
ATTORNEY DOCKET NUMBER:	560255-095001		
NAME OF SUBMITTER:	James R. Mix		
Signature:	/James R Mix/		

CH \$40.00 1600009

Date:

01/03/2006

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), effective as of December 8th, 2005 (the "Effective Date"), is made by and between Sentinel Automotive Distributors, Inc., a Pennsylvania corporation ("Assignor"), and Axiom Automotive Technologies, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the United States and foreign trademark registrations and applications for registration of trademarks identified and set forth on Schedule A (all of the foregoing collectively, the "Trademarks") and the goodwill associated with all of the foregoing; and

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign to Assignee all of Assignor's right, title and interest in and to the Trademarks and their associated goodwill.

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

Assignor hereby voluntarily surrenders, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, and all registrations and applications therefor in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby irrevocably appoints Assignee as its true and lawful attorney-in-fact on Assignor's and Assignee's behalf and in Assignor's and/or Assignee's name, place and stead, to execute any further documents or instruments and do any and all further acts that may be deemed necessary or desirable by Assignee, its successors and assigns, to effect the conveyance to the Assignee, its successors and assigns, of the title and rights whose conveyance is made hereby, and to enable such title and rights to be recorded in the United States and all foreign countries, and to enable Assignee to sustain or renew and said Trademarks transferred, and to maintain, perfect, support and protect the right, title and interest of Assignee, its successors and assigns, in and to said Trademarks and any trademark registration granted in connection therewith.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with: (1) preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks; (2) prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including, without limitation, testifying as to any facts relating to the Trademarks assigned herein and this Assignment; (3) obtaining any additional trademark protection for the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) implementation or perfection of this Assignment.

This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

SENTINEL AUTOMOTIVE DISTRIBUTORS, INC.

By: [Signature]
Name: BARRY M. PHILLIPS
Title: PRESIDENT

STATE OF Pennsylvania)
) SS:
COUNTY OF Lancaster)

On this 8th day of December, 2005, personally appeared before me Barry M. Phillips, known to me to be President of **SENTINEL AUTOMOTIVE DISTRIBUTORS, INC.**, who acknowledged that he/she signed this instrument as a free act on behalf of **SENTINEL AUTOMOTIVE DISTRIBUTORS, INC.**

[Signature]
Notary Public:
My commission expires: [Blank]

Notarial Seal
Martin Y. Sponaugle, Notary Public
City of Lancaster, Lancaster County
My Commission Expires Jan. 29, 2007
Member, Pennsylvania Association of Notaries

AXIOM AUTOMOTIVE TECHNOLOGIES, INC.

By: [Signature]
Name: Mark V. Russell
Title: General Manager North Central Region

STATE OF Pennsylvania)
) SS:
COUNTY OF Lancaster)

On this 8th day of December, 2005 personally appeared before me Mark V. Russell, known to me to be General Manager of North Central Region of **AXIOM AUTOMOTIVE TECHNOLOGIES, INC.**, who acknowledged that he/she signed this instrument as a free act on behalf of **AXIOM AUTOMOTIVE TECHNOLOGIES, INC.**

[Signature]
Notary Public:
My commission expires: [Blank]

Notarial Seal
Martin Y. Sponaugle, Notary Public
City of Lancaster, Lancaster County
My Commission Expires Jan. 29, 2007
Member, Pennsylvania Association of Notaries

SCHEDULE A

TRADEMARKS

Country	Mark	Reg. No.	Reg. Date	Serial No.	Appl. Date
US	Sentinel	1600009	6/5/1990	73/782458	2/23/1989