

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Automotive Finishes, Inc.		12/01/2006	CORPORATION: IOWA
RECEIVING PARTY DATA			
Name:	General Parts, Inc.		
Street Address:	2635 E. Millbrook Road		
Internal Address:	Attn: General Counsel		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27604		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3191012	AIM AUTOMATED INVENTORY MANAGEMENT	
Registration Number:	2740516	AUTOMOTIVE FINISHES	
CORRESPONDENCE DATA			
Fax Number:	(919)571-2504		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	919-787-8880		
Email:	rtaylor@manningfulton.com		
Correspondent Name:	Ritchie W. Taylor		
Address Line 1:	3605 Glenwood Ave. Suite 500		
Address Line 4:	Raleigh, NORTH CAROLINA 27612		
ATTORNEY DOCKET NUMBER:	00091-G36229		
NAME OF SUBMITTER:	Ritchie W. Taylor		
Signature:	/Ritchie W. Taylor/		

OP \$65.00 3191012

Date:

02/22/2007

Total Attachments: 1

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ASSIGNMENT OF REGISTERED AND PENDING TRADEMARKS

WHEREAS, AUTOMOTIVE FINISHES, INC., an Iowa corporation ("Assignor"), entered into an Asset Purchase Agreement with GENERAL PARTS, INC., a North Carolina corporation ("Assignee"); and

WHEREAS, Assignor is the owner of the following trademarks (the "Trademarks"):

<u>Registration No.</u> 2740516	<u>Mark</u> AUTOMOTIVE FINISHES	<u>Registration Date</u> July 22, 2003
<u>Application No.</u> 78491685	<u>Mark</u> AIM AUTOMATED INVENTORY MANAGEMENT	<u>Application Date</u> September 29, 2004

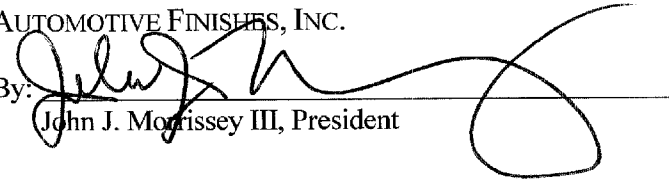
NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, Assignor does hereby assign and transfer unto Assignee all right, title, and interest in and to the Trademarks, together with the goodwill of the business symbolized thereby as well as the right to sue for past infringement and the right to collect damages therefore. Where such Trademarks also are used as trade or business names, Assignor does hereby also assign and transfer unto Assignee all right, title, and interest in and to such trade or business names, together with the goodwill of the business symbolized thereby as well as the right to sue for past infringement and the right to collect damages therefore.

This Assignment is binding on Assignor, its successors and assigns, and will inure to the benefit of the Assignee, its successors and assigns. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person, corporation or entity other than Assignee, its successors and assigns, any remedy or claim under or by reason of this instrument, or any terms, covenants or conditions hereof, and all the terms, covenants and conditions in this instrument shall be for the sole and exclusive benefit of Assignee and its successors and assigns.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed on December 1, 2006.

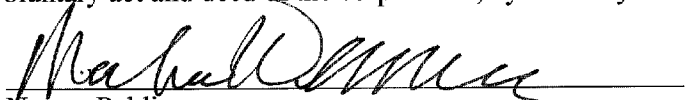
AUTOMOTIVE FINISHES, INC.

By:


John J. Morrissey III, President

STATE OF IOWA)
) ss:
COUNTY OF LINN)

On this 1st day of December 2006, before me, the undersigned, a Notary Public, personally appeared John J. Morrissey III, to me personally known, who being by me duly sworn, did say that he is the President of AUTOMOTIVE FINISHES, INC., the corporation executing the within and foregoing instrument to which this is attached; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that John J. Morrissey III, as an officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him/her voluntarily executed.


Notary Public

