

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
Association of Automotive Aftermarket Distributors		11/01/2007	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Automotive Distribution Network LLC		
Street Address:	3085 Fountainside Drive		
Internal Address:	Suite 210		
City:	Germantown		
State/Country:	TENNESSEE		
Postal Code:	38138		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1153005	THE AUTO SAVER	
CORRESPONDENCE DATA			
Fax Number:	(312)827-8185		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-807-4350		
Email:	trademarks@bellboyd.com, shakim@bellboyd.com		
Correspondent Name:	Sana Hakim		
Address Line 1:	P.O. Box 1135		
Address Line 4:	Chicago, ILLINOIS 60690-1135		
ATTORNEY DOCKET NUMBER:	1272000-038		
NAME OF SUBMITTER:	Sana Hakim		
Signature:	/sh/		

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Date:

11/29/2007

Total Attachments: 2

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ASSIGNMENT OF TRADEMARK

WHEREAS, Association of Automotive Aftermarket Distributors, an Illinois corporation, having its principal offices at 3085 Fountainside Drive Suite 210, Germantown, Tennessee 38138 (“Assignor”), has adopted, used, is using and is the owner of the following trademark, for which it owns a United States registration:

<u>Trademark</u>	<u>Reg. No.</u>	<u>Registration Date</u>
THE AUTO SAVER	1,153,005	May 5, 1981

WHEREAS, Automotive Distribution Network LLC, a Delaware limited liability company, having its principal offices at 3085 Fountainside Drive Suite 210, Germantown, Tennessee 38138 (“Assignee”), is desirous of acquiring said trademark;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee, all right, title and interest in and to said trademark and registration, including all common law rights therefor and any foreign applications or registrations, together with the goodwill of the business symbolized by said trademark and registration, all causes of action for damages by reason of past, present or future infringement thereof, and all income, royalties or payments due as of the date hereof or hereafter.

In the event of an assignment for the benefit of creditors, bankruptcy or liquidation of Assignee through any cause whatsoever, all rights herein granted will immediately revert back to Assignor, including all right, title and interest in and to said trademark and registration, including all common law rights therefor and any foreign applications or registrations, together with the goodwill of the business symbolized by said trademark and registration. Assignee further agrees that it will convey the trademark back to Assignor at least 91 days before Assignee files for bankruptcy or files a dissolution petition with the state. Assignee hereby irrevocably appoints Assignor as Assignee’s attorney-in-fact for the purpose of executing all such documents as may be necessary for securing, recording or otherwise effectuating the reversion of rights to Assignor.

IN WITNESS WHEREOF, Assignor has executed this Assignment this 1st day of
November, 2007.

ASSOCIATION OF AUTOMOTIVE
AFTERMARKET DISTRIBUTORS

By: Robert T. Johnson, Jr.

Name: Robert T. Johnson, Jr., Esq.

Its: Vice President and General Counsel