



## TRADEMARK AND COPYRIGHT ASSIGNMENT AGREEMENT

This Trademark and Copyright Assignment Agreement (the "Agreement") is executed as of this 1<sup>st</sup> day of ~~September~~ October, 2003 by **COOPERATIVE COMPUTING, INC.**, a Delaware corporation with its principal office at 804 Las Cimas Parkway, Austin, Texas 78746 ("CCP").

WHEREAS, CCI is the owner of the trademarks and copyrighted materials set forth on Exhibit A attached hereto (the "**Marks and Works**");

WHEREAS, pursuant to a Second Amended and Restated Asset Purchase Agreement dated as of September 22, 2003, as amended (the "**Purchase Agreement**") by and between CCI and Used-Car-Parts.Com, Inc., a Kentucky corporation with its principal office at 1980 Highland Pike, Ft. Wright, Kentucky 41017 ("**Car-Part**"), CCI has sold, assigned and transferred to Car-Part substantially all of the assets used in the Business (as defined in the Purchase Agreement), including, without limitation, CCI's entire right, title and interest in and to the Marks and Works, associated goodwill and any and all registrations and/or applications for registrations thereof; and

WHEREAS, the parties wish to reflect the transfer of the Marks and Works in a document suitable for recording with the U.S. Patent and Trademark Office;

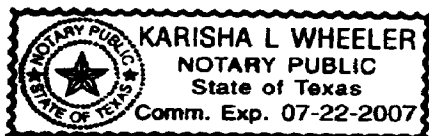
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, CCI hereby certifies that it has sold, transferred and assigned, and by this instrument does hereby sell, transfer and assign to Car-Part, its successors and assigns, all of its right, title and interest throughout the world in and to the Marks and Works, together with the goodwill of the business associated with the Marks and Works, any and all registrations and/or applications for registration thereof, including the right to recover for past infringement(s) thereof. The rights and obligations of each party with respect to a breach or failure to perform hereunder shall be governed by Article IX of the Purchase Agreement.

COOPERATIVE COMPUTING, INC.

By: Richard W. Row  
Name: Richard W. Row  
Title: General Counsel & Secretary

STATE OF Texas )  
 )SS:  
COUNTY OF Travis )

On this 30<sup>th</sup> day of September, 2003, before me appeared Richard Row, General Counsel of Cooperative Computing, Inc., the person who signed this instrument and who acknowledged that he signed it as a free act on behalf of the Cooperative Computing, Inc.



Karisha L. Wheeler  
Notary Public

RM

# **EXHIBIT A**

## **Trademarks and Copyrighted Works**

### **Trademarks**

- Checkmate logo – Registered trademark
- Orion logo – Trademark
- Compass logo – Trademark
- Checkmate & Design – Registered Trademark
- Partquest – Registered Trademark

### **Copyrights**

- Checkmate software
- Orion software
- Compass software
- AutoInfo Interchange software
- Checkmate documentation (user guide, release manuals, specifications, etc...)
- Orion documentation (user guide, release manuals, specifications, etc...)
- Compass documentation (user guide, release manuals, specifications, etc...)
- AutoInfo Interchange documentation (user guide, release manuals, specifications, etc...)
- Copyrights in the other software and other copyrighted materials included within the Acquired Assets (as defined in the Purchase Agreement) and any and all documentation relating to such software (user guide, release manuals, specifications, etc...)