

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name		Formerly	Execution Date
APPW, LLC			03/23/2009
		Entity Type	
		LIMITED LIABILITY COMPANY: GEORGIA	
RECEIVING PARTY DATA			
Name:		Uni-Select USA, Inc.	
Street Address:		20 Hazelwood Drive	
Internal Address:		Suite 100	
City:		Amherst	
State/Country:		NEW YORK	
Postal Code:		14222	
Entity Type:		CORPORATION: DELAWARE	
PROPERTY NUMBERS Total: 1			
Property Type		Number	Word Mark
Registration Number:		2105361	USAUTOMOTIVE INTERNATIONAL
CORRESPONDENCE DATA			
Fax Number:		(612)332-9081	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:		612.336.4619	
Email:		amorell@merchantgould.com	
Correspondent Name:		Brent E. Routman	
Address Line 1:		P.O. Box 2910	
Address Line 2:		Merchant & Gould P.C.	
Address Line 4:		Minneapolis, MINNESOTA 55402-0910	
ATTORNEY DOCKET NUMBER:		09680.0527US01	
NAME OF SUBMITTER:		Brent E. Routman	
Signature:		/ber/	

OP \$40.00 2105361

Date:

05/13/2009

Total Attachments: 4

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Asset Purchase Agreement

This Asset Purchase Agreement (this "Agreement") is entered into this 23 day of March, 2009 among Uni-Select USA, Inc., a Delaware corporation (the "Purchaser"), APPW, LLC a Georgia limited liability company (the "Seller") and American Performance Parts Warehouse, Inc ("American"), Herbert R. Karp, Lawrence Karp and Steven Lavine (the "Shareholders")

Whereas American has granted to Bank of North Georgia (the "Bank") security over its assets including but not limited to equipment, furniture, fixtures, inventory, documents, accounts, instruments, chattel paper and general intangibles (the "Bank Security");

Whereas the Bank has caused the Bank Security to be duly recorded and filed and Financing Statements to be filed under numbers 060-2008-001001 and 060-2003-007282;

Whereas American is in default under the provisions of its credit facilities with the Bank (the "Bank Facilities");

Whereas the Shareholders have caused Seller to be incorporated;

Whereas Seller has paid all sums due to the Bank on behalf of American and has received an assignment of the Bank Security;

Whereas Seller has foreclosed on the assets of American secured by the Bank Security;

Whereas Seller wishes to sell to Purchaser those assets listed in Schedule A hereto (the "Assets") and Uni-Select is desirous of purchasing the Assets subject to the terms and conditions herein.

The parties, therefore, agree as follows:

ARTICLE 1 - ASSETS PURCHASED

- 1.1 Purchased Assets. On the terms and subject to the conditions of this Agreement, Seller sells, transfers and delivers to Purchaser and Purchaser purchases, for the Purchase Price (as defined in Section 4.1) the Assets.

**ARTICLE 2
[INTENTIONALLY DELETED]**

ARTICLE 3 - ASSUMPTION OF LIABILITIES

- 3.1 No Assumption of Liabilities. Purchaser shall not assume any liabilities or obligations of Seller and Seller shall be solely liable for all liabilities and obligations arising from or in connection with ownership of the Assets prior to the Closing, whether or not reflected in its books and records.
- 3.2 No Encumbrances. Seller transfers the Assets to Purchaser in accordance with this Agreement free and clear of all liens, privileges, pledges, security interests, claims or encumbrances.

supplement, modification or amendment of this Agreement will be binding unless executed in writing by the party it will be enforced against.

16.7 Further Assurances. In order to more fully assure Purchaser of the benefit of acquiring the Purchased Assets hereunder, Seller agrees to deliver to Purchaser, whether before or after the Closing, such confirmations of fact, records, certificates, instruments of assignment and other documents and things as may be reasonably requested by Purchaser to establish, demonstrate or record Purchaser's legal and beneficial ownership of the Purchased Assets and otherwise carry out the purposes of this Agreement.

16.8 Headings; Certain References. The headings contained in this Agreement (including the Schedules) are for convenience of reference only and such headings will not affect the construction or interpretation of this Agreement. References to Sections and Schedules refer to sections and schedules of this Agreement unless otherwise indicated.

16.9 Waiver. No waiver of any of the provisions of this Agreement will be deemed to or will constitute a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. Any waiver must be in writing and signed by the party entitled to performance.


16.10 Choice of Law. This Agreement shall be interpreted in accordance with the laws of the State of Delaware and the federal laws applicable therein without regard to conflicts of laws principles.


* * * * *

This Agreement has been executed as of the day and year first written above.

APPW, LLC

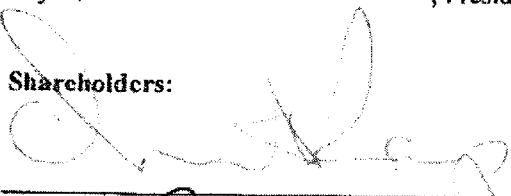
UNI-SELECT USA, INC.

By: 
_____, President

By: 

Guy Archambault


Shareholders:



HERBERT KARP



LAWRENCE KARP



STEVEN LAVINE

Schedule A



United States Patent and Trademark Office

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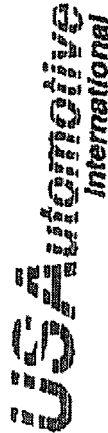


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Word Mark
Goods and Services IC 036, US 100, 101, 102, G & S: international distributorship services in the field of automotive parts FIRST USE: 1993; 223 FIRST USE IN COMMERCE: 1993; 223
Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code 26-17.01 - Bands, straight; Bars, straight; Lines, straight; Straight line(s), band(s) or bar(s)
Serial Number 75181136
Filing Date October 15, 1996
Current Filing Basis 1A
Original Filing Basis 1A
Published for Opposition July 22, 1997
Registration Number 2105361
Registration Date October 14, 1997
Owner (REGISTRANT) American Performance Parts Warehouse, Inc. CORPORATION GEORGIA 1799 Marietta Boulevard Atlanta GEORGIA 30016
Attorney of Record WALTER A. RODGERS
Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "INTERNATIONAL" APART FROM THE MARK AS SHOWN
Description of Mark The filing in the drawing is a feature of the mark and does not represent color.
Type of Mark SERVICE MARK

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2009-03-19

Register PRINCIPAL

Affidavit Text SECT 8 (6-YR), SECTION 8(10-YR) 20070906.

Renewal 1ST RENEWAL 20070906

Live/Dead Indicator LIVE



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2009-03-19