

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Independent Auto Parts of America, Inc.		09/25/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Automotive Distribution Network LLC		
<b>Street Address:</b>	3085 Fountainside Drive		
<b>Internal Address:</b>	Suite 210		
<b>City:</b>	Germantown		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	38138		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1608032	AUTOSTAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)827-8185		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-807-4350		
<b>Email:</b>	chicago.trademarks@klgates.com, sana.hakim@klgates.com		
<b>Correspondent Name:</b>	Sana Hakim		
<b>Address Line 1:</b>	P.O. Box 1135		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60690-1135		
<b>NAME OF SUBMITTER:</b>	Sana Hakim		
<b>Signature:</b>	/sh/		
<b>Date:</b>	10/05/2009		

**CH \$40.00 1608032**

Total Attachments: 2

source=Autostar Assignment1#page1.tif

source=Autostar Assignment1#page2.tif

## ASSIGNMENT OF TRADEMARK

WHEREAS, Independent Auto Parts of America, Inc., a Delaware 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>
AUTOSTAR & Design	1,608,032	July 31, 1990

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 25<sup>th</sup> day of September, 2009.

INDEPENDENT AUTO PARTS OF AMERICA, INC.

By: Robert T. Johnson, Jr.

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

Its: General Counsel

STATE OF \_\_\_\_\_ )

)

SS.

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of September, 2009 by Robert T. Johnson, Jr., Esq. of Independent Auto Parts of America, Inc.

\_\_\_\_\_

Notary

Public

My commission expires \_\_\_\_\_