

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of ownership interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DY Automotive, LLC		11/01/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	DYK Automotive, LLC		
Street Address:	1900 Exeter Rd.		
Internal Address:	Suite 200		
City:	Germantown		
State/Country:	TENNESSEE		
Postal Code:	38138		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1306627	MASTER	
Registration Number:	1119596	AG AMGAUGE	
Registration Number:	1468088	AUTOTECH	
Registration Number:	1740557	CERTIFIED	
Registration Number:	1486064	FADE FREE	
Registration Number:	3590301	PRO/GAUGE	
CORRESPONDENCE DATA			
Fax Number:	(901)374-7487		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	901-525-6781		
Email:	ldunavant@evanspetree.com		
Correspondent Name:	Leonard C. Dunavant, Jr.		
Address Line 1:	1000 Ridgeway Loop Rd.		
Address Line 2:	Suite 200		

OP \$165.00 1306627

900148551

**TRADEMARK
 REEL: 004103 FRAME: 0467**

Address Line 4: Memphis, TENNESSEE 38120

NAME OF SUBMITTER:

Leonard C. Dunavant, Jr.

Signature:

/Leonard C. Dunavant, Jr./

Date:

11/25/2009

Total Attachments: 2

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("Assignment") is made as of the ___ day of November, 2009, by and between DY Automotive, LLC a Delaware limited liability company, having a principal place of business at 1000 Ridgeway Loop Road, Suite 203, Memphis, TN 38120 ("Assignor") and DYK Automotive, LLC, a Delaware limited liability company, having a principal place of business at 1000 Ridgeway Loop Road, Suite 203, Memphis, TN 38120 ("Assignee").

RECITALS:

WHEREAS, Assignor is the owner of those certain trademarks listed on attached Exhibit A (the "Trademarks"); and

WHEREAS, Assignor has agreed to transfer to Assignee all of Assignor's right, title and interest in, to and under the Trademarks, and all of the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, its successors and assigns, all of the right, title and interest Assignor has in and to said Trademarks and the registrations thereof together with all of the goodwill associated with said Trademarks; all extensions or renewals thereof; the right to sue and recover damages for past and future infringements thereof and to stand in the place of Assignor in all matters related thereto. Assignor further covenants that Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to said Trademarks as may be known and accessible to Assignor and will promptly execute and deliver to Assignee or its legal representatives any and all papers, instruments or affidavits required to carry out said transfer of said Trademarks to Assignee.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Trademarks to be executed as of the day and year first written above.

DY AUTOMOTIVE, LLC

DYK AUTOMOTIVE, LLC

By: _____

By: _____

Title: _____

Title: _____

EXHIBIT A

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
AG AMGAUGE	1119596	6-5-1979
AUTOTECH	1468088	12-08-1987
CERTIFIED	1740557	12-15-1992
FADE FREE	1486064	4-26-1984
MASTER	1306627	11-27-1984
PRO/GAUGE	3590301	3-17-09