

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Certificate of Conversion/Certificate of Formation	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Unit Parts Company		04/01/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Remy Power Products, LLC		
Street Address:	3400 S. Kelly Street		
City:	Edmond		
State/Country:	OKLAHOMA		
Postal Code:	73013		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77300601	UNIT PARTS	
CORRESPONDENCE DATA			
Fax Number:	(317)592-5453		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	317-236-2100		
Email:	stohry@icemiller.com, ipdocket@icemiller.com, jansen@icemiller.com		
Correspondent Name:	Bradley M. Stohry		
Address Line 1:	One American Square		
Address Line 2:	Suite 2900		
Address Line 4:	Indianapolis, INDIANA 46282-0200		
ATTORNEY DOCKET NUMBER:	T03808-US-00		
NAME OF SUBMITTER:	Bradley M. Stohry		
Signature:	/bms/		

OP \$40.00 77300601

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**TRADEMARK
 REEL: 004117 FRAME: 0853**

Date:

12/21/2009

Total Attachments: 2

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CONSENT AGREEMENT

This Consent Agreement is made and entered into this 18th day of December, 2009, by and between Remy Power Products, LLC (formerly known as "Unit Parts Company"), a limited liability company organized under the laws of the State of Delaware, with its principal place of business at 4600 SE 59th Street, Oklahoma City, Oklahoma 73135 ("Remy"), and Unipart Group Limited, a corporation organized under the laws of the United Kingdom, with a principal place of business at Unipart House, Garsington Road, Cowley, Oxford OX4 2PG, United Kingdom ("UGL").

WHEREAS, Remy is the owner of Application Serial No. 77/077,415 for the mark UNIT PARTS for use in connection with "Starter motors; Starters for motors and engines; Alternators for land vehicles" in class 7;

WHEREAS, UGL is the owner of Application Serial Nos. 77/077,415 and 77/077,418 for the UNIPART word mark and logo. The UNIPART applications identify a variety of goods, including the following goods in class 7: "Radiators for motor land vehicles; parts and fittings for engines for motor land vehicles, namely, internal combustion land vehicle engine parts, namely, pistons and piston rings, piston sleeves and liners, engine bearings, gaskets, engine valves, oil seals for use in relation to motor vehicle engines, intake and exhaust valves, valve guides, valve seals and valve spring seals, cam shafts, timing chains, timing chain tensioners, head gaskets, head gasket repair sets, namely, head gasket seals, replacement gaskets, bolts and fasteners all for use in relation to the repair of motor vehicle engines, big end bearings, main bearings, small end bearings, top gaskets, air filters, fuel filters, thrust washers, engine blocks, crankshafts, hydraulic lifters, tappets and timing chains, cylinder heads, valves, rocker shafts, rocker arms and rocker shaft axles, oil pumps, water pumps, cooling fans, valley cover gaskets, rocker cover gaskets, timing cover gaskets, top end gaskets, bottom end gaskets, crankshaft seals, t-cross seals, oil strainer gaskets, oil pump gaskets, sump gaskets, exhaust manifold gaskets, water pump gaskets, valve guide seals, rocker covers, fuel injection systems, oil sump covers, carburetors, starter motors, ignition systems, distributor caps, ignition coil units, spark plugs, fly wheels and head bolts for use in relation to motor vehicle engines;"

WHEREAS, the Examining Attorney assigned to the UNIT PARTS application has cited the UNIPART applications as a bar to registration of the UNIT PARTS mark; and

WHEREAS, Remy and UGL are familiar with each other's respective businesses, have discussed the nature and use of their respective marks, and do not believe that consumers are likely to be confused as the result of the coexistence of such marks.

NOW THEREFORE, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties do hereby agree as follows:

1. UGL hereby consents to the use and registration by Remy of the mark UNIT PARTS shown in Application Serial No. 77/077,415.

2. Remy hereby consents to the use and registration by UGL of the UNIPART word mark and logo shown in Application Serial Nos. 77/077,415 and 77/077,418.

3. The parties agree (based on, among other things, the differences between parties respective marks, goods, channels of trade, and potential consumers), that their use and registration of their respective marks will not result in a likelihood of confusion to consumers.

4. In the event any confusion arises, the parties agree that they will work together to eliminate or minimize any such confusion to consumers in the marketplace.

5. In order to alleviate any concerns regarding confusion, within seven (7) business days after this Agreement is fully-executed by the parties, UGL shall file Post-Publications Amendments in connection with the UNIPART applications with the U.S. Patent and Trademark Office. In the Post-Publication Amendments, UGL will amend the recitation of goods in class 7 of the UNIPART applications to delete the references to "starter motors" (the recitation of the goods listed in classes 11 and 12 shall remain unchanged). If the USPTO does not allow the Post-Publication Amendments for any reason, UGL shall cooperate with Remy to construct an amended recitation of goods that is acceptable to both parties and the USPTO.

6. Within seven (7) business days after this Agreement is fully-executed by the parties, Remy shall file a Withdrawal of Opposition regarding Opposition No. 91190643, which it previously initiated against the UNIPART applications.

IN WITNESS WHEREOF and intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Remy Power Products, LLC

Unipart Group Limited

By: 

By: _____

Name: J.J. SHIVES

Name: _____

Title: SECRETARY

Title: _____

Date: 18-DEC-2009

Date: _____