

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	01/01/2010		
CONVEYING PARTY DATA			
	Name	Formerly	Entity Type
	Wisconsin Wagon Company, LLC		LIMITED LIABILITY COMPANY: WISCONSIN
RECEIVING PARTY DATA			
Name:	Certified Parts Corporation		
Street Address:	PO Box 8468		
City:	Janesville		
State/Country:	WISCONSIN		
Postal Code:	53547		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
	Property Type	Number	Word Mark
Registration Number:	1554607	JANESVILLE	
Registration Number:	1207659	JANESVILLE	
CORRESPONDENCE DATA			
Fax Number:	(414)223-5000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	414-273-2100		
Email:	splagemann@whdlaw.com		
Correspondent Name:	Whyte Hirschboeck Dudek S.C.		
Address Line 1:	555 E Wells St, Ste1900		
Address Line 2:	Attn: Suzanne Plagemann		
Address Line 4:	Milwaukee, WISCONSIN 53202-3819		
ATTORNEY DOCKET NUMBER:	CTPC-14057		
NAME OF SUBMITTER:	Suzanne Plagemann		

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REEL: 004129 FRAME: 0628

Signature:	/Suzanne Plagemann/
Date:	01/12/2010
Total Attachments: 1 source=CTPC-36355, 36356 JANESVILLE Assignment#page1.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is effective this 1st day of January, 2010, (the "Effective Date") by and between Wisconsin Wagon Company, LLC, a Wisconsin limited liability company, ("Assignor") and Certified Parts Corporation, a Delaware corporation ("Assignee").

Recitals:

- A. Assignor is the owner of the trademark JANESVILLE and its associated registrations.
- B. Assignor acquired the trademarks and other assets of Assignee in the certain Asset Purchase Agreement executed by the parties on December 30, 2009.
- C. Assignor desires to assign the trademark JANESVILLE and its associated registrations to Assignee pursuant to such Asset Purchase Agreement, and Assignee desires to acquire such trademark.

Agreement:

NOW, THEREFORE, in consideration of the Asset Purchase Agreement executed by the parties on December 30, 2009, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Ownership. Assignor owns the following United States trademarks, the registrations associated with such trademarks, and the common law rights and goodwill associated thereto:

JANESVILLE	Reg. No. 1,554,607
JANESVILLE	Reg. No. 1,207,659

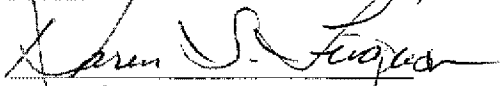
The above marks are referred to as the "Trademarks" and the registrations for the Trademarks are referred to as the "Registrations".

2. Transfer. Assignor does hereby assign and transfer to Assignee all of its right, title and interest in and to the Trademarks, the Registrations and the common law rights thereto, together with the good will of the business symbolized by said Trademarks, and any and all causes of action, either in law or in equity, and the right to enforce any rights and to file any causes of action, including the right to recover damages, for any past, present or future infringement or misappropriation of said Trademarks, effective as of the Effective Date.

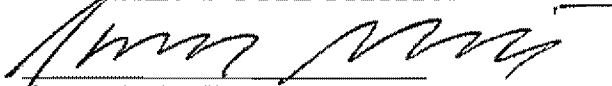
3. Acceptance. Assignee hereby accepts the assignment described in section 2 and assumes all ownership, rights, liabilities and obligations in connection with such assignment.

IN WITNESS WHEREOF, the parties hereto have signed and delivered this Agreement on the day and year first above written.

WISCONSIN WAGON COMPANY, LLC

By: 
 Name: Karen S. Ferguson
 Title: Managing Member

CERTIFIED PARTS CORPORATION

By: 
 Name: James G. Grafft
 Title: President and CEO