

**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>
Global Parts Distributors, LLC		12/31/2009	LIMITED LIABILITY COMPANY: OKLAHOMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GPD of America, LLC		
<b>Street Address:</b>	600 Congress Avenue		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78701		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77719700		
<b>Serial Number:</b>	77719506	GPD	
<b>Serial Number:</b>	77719470	GLOBAL PARTS DISTRIBUTORS, LLC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(405)235-0439		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(405) 235-9621		
<b>Email:</b>	andy.peterson@mcafeetaft.com, joyce.stribling@mcafeetaft.com		
<b>Correspondent Name:</b>	Andrew B Peterson		
<b>Address Line 1:</b>	211 North Robinson		
<b>Address Line 2:</b>	10th Floor - Two Leadership Square		
<b>Address Line 4:</b>	Oklahoma City, OKLAHOMA 73102		
<b>NAME OF SUBMITTER:</b>	Andrew B Peterson		

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**TRADEMARK  
 REEL: 004133 FRAME: 0428**

Signature:	/Andrew B Peterson/
Date:	01/19/2010
Total Attachments: 5 source=Trademark Assignment (EXECUTED)#page1.tif source=Trademark Assignment (EXECUTED)#page2.tif source=Trademark Assignment (EXECUTED)#page3.tif source=Trademark Assignment (EXECUTED)#page4.tif source=Trademark Assignment (EXECUTED)#page5.tif	

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), effective as of this 31st day of December, 2009 ("Effective Date"), is from Global Parts Distributors, LLC, an Oklahoma limited liability company ("Assignor"), to GPD of America, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the sole owner of the entire right, title and interest in and to the trademarks and trademark applications listed in the attached Schedule A (the "Assigned Trademarks"); and

WHEREAS, Assignor wishes to transfer, convey and assign all of its worldwide right, title and interest in and to the Assigned Trademarks to Assignee, and Assignee is desirous of accepting such assignment and acquiring the Assigned Trademarks; and

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

1. Assignor does hereby sell, assign, transfer, convey and deliver unto the Assignee, its successors and assigns, its entire worldwide right, title and interest, whether statutory or common law rights, in and to the Assigned Trademarks and the registrations thereof, including, without limitation, the right to any renewals and extensions that may be granted thereon, the right to prosecute any applications therefor, together with the goodwill of the business with which the Assigned Trademarks are used and which is symbolized by the Assigned Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which the Assigned Trademarks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, as assignee of its entire right, title and interest therein and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity); together with the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.
2. This Assignment is binding upon, and inures to the benefit of, the parties and their respective legal representatives, successors and assigns.
3. Assignor hereby requests the U.S. Commissioner of Patents and Trademarks and/or the applicable foreign authorities to record this Assignment.
4. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by

the laws of the State of Texas, regardless of the laws that might otherwise govern under applicable principles of conflict of laws.

5. In the event that at any time after the date hereof any further action is necessary or desirable to carry out the purposes of this Assignment, each of the parties hereto will take such further action (including the execution and delivery of such further instruments and documents) as the other party hereto may request. Further, Assignor hereby irrevocably constitutes and appoints Assignee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Assignor and in the name of the Assignor or in its own name, from time to time in the Assignee's discretion, for the purpose of carrying out the terms of this Assignment, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the purposes of this Assignment. This power of attorney is a power coupled with an interest and shall be irrevocable.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

ASSIGNOR:

**GLOBAL PARTS DISTRIBUTORS, LLC,**  
an Oklahoma limited liability company

By *R. Scott Weaver*  
Name: R. Scott Weaver  
Title: Manager

**GPD OF AMERICA, LLC,**  
a Delaware limited liability company

By \_\_\_\_\_  
Name: Jonathan Gormin  
Title: President

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

ASSIGNOR:

**GLOBAL PARTS DISTRIBUTORS, LLC,**  
an Oklahoma limited liability company

By \_\_\_\_\_  
Name: R. Scott Weaver  
Title: Manager

**GPD OF AMERICA, LLC,**  
a Delaware limited liability company

By \_\_\_\_\_  
Name: Jonathan Gormin  
Title: President

[Signature Page to Trademark Assignment]

**Schedule A  
Assigned Trademarks**

<b>PENDING TRADEMARK APPLICATIONS</b>			
<u>Country</u>	<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
USA	GPD Logo	77719700	April 22, 2009
USA	GPD	77719506	April 22, 2009
USA	GLOBAL PARTS DISTRIBUTORS, LLC	77719470	April 22, 2009