

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FreeCat, Inc.		02/16/2010	Not-for-Profit corporation: UNITED STATES
RECEIVING PARTY DATA			
Name:	Motor & Equipment Manufacturers Association		
Street Address:	10 Laboratory Drive		
City:	Research Triangle Park		
State/Country:	NORTH CAROLINA		
Postal Code:	27709-3966		
Entity Type:	Not-for-Profit corporation: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77348079	FREECAT	
CORRESPONDENCE DATA			
Fax Number:	(202)857-6395		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2028576000		
Email:	mechem.emily@arentfox.com, jones.margaret@arentfox.com		
Correspondent Name:	Emily Mechem, Arent Fox LLP		
Address Line 1:	1050 Connecticut Avenue, NW		
Address Line 2:	Suite 400		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	009080.00000		
NAME OF SUBMITTER:	Emily S. Mechem		
Signature:	/Emily S. Mechem/		

OP \$40.00 77348079

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**TRADEMARK
 REEL: 004153 FRAME: 0583**

Date:

02/22/2010

Total Attachments: 3

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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "*Agreement*") made on the 16th day of February, 2010 (the "*Effective Date*"), by and between FreeCat, Inc., an Illinois not-for-profit corporation ("*FreeCat*"), and Motor & Equipment Manufacturers Association, an Illinois not-for-profit corporation ("*MEMA*").

WHEREAS, FreeCat owns all of the right, title and interest in the trademark specified in the attached Schedule A and all registrations and applications therefor (the "*Trademark*"); and

WHEREAS, FreeCat desires to assign to MEMA, and MEMA desires to acquire from FreeCat, all right, title, and interest in and to the Trademark, together with the goodwill of the business associated with the Trademark and all business related to use of the Trademark;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. FreeCat hereby assigns to MEMA, and MEMA hereby accepts from FreeCat, all right, title and interest in and to the Trademark, including, without limitation, all common law rights, together with the goodwill of the business symbolized by the Trademark, all business related to the use thereof, including, without limitation, all data and customer lists, and all applications and registrations therefor as identified in Schedule A. This assignment includes the right to sue third parties and recover damages for past and future infringements of FreeCat's rights in the Trademark and to bring any proceeding against third parties for cancellation or opposition or other proceeding in connection with the Trademark.

2. Such right, title and interest in is to be held and enjoyed by MEMA and MEMA's successors and assigns as fully and exclusively as it would have been held and enjoyed by FreeCat had this assignment not been made. In furtherance of the forgoing and in light of the purpose for which the Trademark and the related business was founded, MEMA agrees that it shall continue the use of the Trademark and the related business for firms that are bona fide suppliers of authentic motor vehicle parts and accessories with unique identifying numbers, letters or a combination of numbers and letters that are neither copied nor derived from similar parts produced by any other firm without the other firm's express consent and authorization.

3. FreeCat further agrees that it will, execute, verify, acknowledge and deliver all reasonably required further papers, including any instruments of transfer and recordable assignments, and perform such other acts as MEMA lawfully and reasonably may request from time to time, to perfect and vest title in the Trademark in MEMA or MEMA's successors and assigns.


4. This Agreement shall be governed by and enforced in accordance with the laws of the State of Illinois, without giving effect to any conflicts of law principles.

5. This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

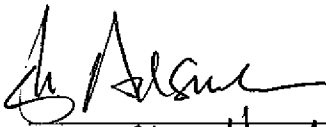
6. Each party represents that it has taken all necessary action to authorize the execution and delivery of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

FreeCat, Inc.

By: 
Name: Robert Moore
Title: General Manager

Motor & Equipment Manufacturers Association

By: 
Name: Steve Handschuh
Title: VP, Motor & Equipment
Manufacturers Association
President & COO
Automotive Aftermarket
Suppliers Association

Schedule A

Trademark	Appl. No.	Filing Date
FRÉeCAT	77/348,079	December 10, 2007