

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	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>
Harvest Data Systems, Inc.		06/28/2010	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PartsSource, Inc.		
<b>Street Address:</b>	777 Lena Drive		
<b>City:</b>	Aurora		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44202		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2969618	HARVEST DATA SYSTEMS	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(330)434-8888		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	330-434-9999		
Email:	rde@etblaw.com		
Correspondent Name:	Roger D Emerson		
Address Line 1:	1914 Akron-Peninsula Rd.		
Address Line 4:	Akron, OHIO 44313		
ATTORNEY DOCKET NUMBER:	22320.50020		
NAME OF SUBMITTER:	Roger D. Emerson, Esq.		
Signature:	/Roger D. Emerson, Esq./		
Date:	08/27/2010		

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**Total Attachments: 4**

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EXHIBIT A

FORM OF TRADEMARK ASSIGNMENT AGREEMENT

**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT (this "*Trademark Assignment*"), effective the \_\_\_\_ day of June, 2010, is made and entered into by HARVEST DATA SYSTEMS, INC., a Florida corporation (the "*Assignor*") in favor of PARTSSOURCE, INC., a Delaware corporation (the "*Assignee*").

WHEREAS, Assignor owns all right, title and interest in and to the trademark registration identified and set forth on the attached Schedule A, and all goodwill associated therewith (the "*Mark*");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of even date herewith (the "*Purchase Agreement*") pursuant to which Assignor has sold, and Assignee has purchased, certain assets of Assignor, including, without limitation, the Mark;

WHEREAS, Assignee is the successor to that portion of the assets of the business of Assignor to which the Mark pertains and such business is ongoing; and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title and interest in and to the Mark and all goodwill associated with the Mark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor hereby irrevocably sells, conveys, assigns and transfers to Assignee, free and clear of any and all liens and encumbrances, all of Assignor's right, title, and interest in and to the Mark, together with the goodwill of the business associated therewith, for the United States, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under the laws of the United States, now or hereafter arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages, recover lost profits, or receive injunctive relief in connection therewith, and all rights corresponding thereto throughout the United States. All costs and fees in connection with recording this Trademark Assignment shall be at the sole expense of the Assignee.

2. Assignor hereby requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office to record Assignee as the assignee and owner of the

Mark and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Trademark Assignment.

3. Assignor shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as reasonably necessary to effectuate the purposes of this Trademark Assignment.

4. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Ohio.

\* \* \* \* \*

**[END OF PAGE]**

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first written above.

HARVEST DATA SYSTEMS, INC.

By Richard Overturf  
Name: RICHARD OVERTURF  
Title: CEO

PARTSSOURCE, INC.

By Anthony DeLuca  
Name: ANTHONY DE LUCA  
Title: PRESIDENT

**SCHEDULE A TO TRADEMARK ASSIGNMENT**

<b>Trademark</b>	<b>Registration Number</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Registrant</b>
Harvest Data Systems	2969618	76/595070	06/02/2004	Harvest Data Systems, Inc.