

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Honeywell International Inc.		07/29/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Prestone Products Corporation		
Street Address:	c/o Rank Group Limited		
Internal Address:	148 Quay Street, P.O. Box 3515, Level Nine		
City:	Auckland		
State/Country:	NEW ZEALAND		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2148054	ACRYSEAL SYSTEM	
Registration Number:	3276869	BLINK	
Registration Number:	3503568	BLINK...AND IT'S DONE!	
Registration Number:	3373918	TAKE BACK WINTER	
Registration Number:	3336266	TAKE BACK WINTER	
Registration Number:	2104228	TIRE JACK	
Registration Number:	3326497	XTREME SPORT	
Registration Number:	3923333	XTREME SPORT	
Registration Number:	3337872	BLINK... AND IT'S DONE! MOM'S CAR SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	(212)909-6836		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Steven Keslowitz, Esq.		

900198338

TRADEMARK
REEL: 004593 FRAME: 0559

CH \$240.00 2148054

Address Line 1:	919 Third Avenue
Address Line 2:	Debevoise & Plimpton LLP
Address Line 4:	New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	23091-1073
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DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Steven Keslowitz
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Signature:	/Steven Keslowitz/
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Date:	07/29/2011
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Total Attachments: 5

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ASSIGNMENT OF U.S. TRADEMARKS

This ASSIGNMENT OF U.S. TRADEMARKS, dated as of July 29, 2011 (the "Assignment"), is made by and between Honeywell International Inc., a Delaware corporation ("Assignor"), and Prestone Products Corporation, a Delaware corporation ("Assignee").

WHEREAS, Autoparts Holdings Limited, Assignor, and, for purposes of certain provisions, Rank Group Limited are parties to the Stock and Asset Purchase Agreement, dated as of January 27, 2011 (the "Purchase Agreement"), providing for the execution and delivery of this Assignment (capitalized terms used herein without definition shall have the meanings set forth in the Purchase Agreement);

WHEREAS, Assignor is the owner of the marks set forth on Exhibit A and incorporated by reference herein, which are registered in, or for which application for registration has been filed in, the United States Patent and Trademark Office (collectively, the "Assigned Marks"); and

WHEREAS, Assignee desires to purchase and acquire all of Assignor's right, title and interest in and to the Assigned Marks together with the goodwill of the Business symbolized by the Assigned Marks, which is ongoing.

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

1. Assignment. Assignor does hereby sell, assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in and to the Assigned Marks together with the goodwill of the Business symbolized by the Assigned Marks, including without limitation all of the rights in damages for past, present and future infringements of the Assigned Marks.

2. Recordation. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States to record ownership of the Assigned Marks as the property of Assignee.

3. Governing Law. Any and all claims, disputes or controversies in any way arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed and resolved exclusively by (i) the Laws of the United States for trademark issues, and (ii) for all other matters, the Laws of the State of New York, notwithstanding the existence of any conflict of Laws principles that otherwise would dictate the application of any other state's law. Each party irrevocably and unconditionally waives any right to object to the application of New York Law pursuant to the above subclause (ii) or argue against its applicability to any of the matters referenced in the immediately preceding sentence.

4. Representations. The parties agree and acknowledge that all representations and warranties pertaining to the Assigned Marks are set forth in, and are subject to the terms of, the Purchase Agreement and Assignor makes no, and hereby disclaims all, other representations and warranties pertaining to the Assigned Marks.

5. Further Action. From time to time after the date hereof, and for no further consideration, Assignor and Assignee shall execute, acknowledge and deliver such assignments, transfers, consents, assumptions and other documents and instruments and take such other actions as may reasonably be necessary to appropriately consummate the transactions contemplated hereby.

6. Counterparts. This Assignment may be executed simultaneously in one or more counterparts (including by facsimile or electronic .pdf submission), and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which shall constitute one and the same agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereof have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR:

HONEYWELL INTERNATIONAL INC.

By: Richard E Kent
Name: Richard E. Kent
Title: Assistant General Counsel,
Corporate Transactions

ACKNOWLEDGMENT

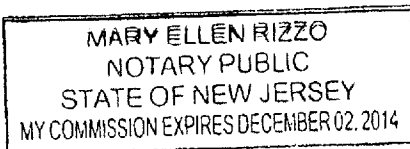
State of New Jersey :

:

County of Morris :

On this 29th day of July 2011 before me, a notary public in and for the State of New Jersey, personally appeared Richard E Kent, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged that he/she executed the foregoing in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

M Rizzo
Mary Ellen Rizzo
Notary Public of New Jersey



ASSIGNEE:

PRESTONE PRODUCTS CORPORATION

By: 

Name: Helen Dorothy Golding

Title: Vice President

ACKNOWLEDGMENT

STATE OF NEW YORK)


:SS:

COUNTY OF *New York*)

On *July 27*, 2011 before me, the undersigned, personally appeared

Helen Dorothy Golding

personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



(signature and office of individual
taking acknowledgment)

KAREN S. JOHNSON
Notary Public, State of New York
No. 01JO4800973
Qualified in New York County
Commission Expires Feb. 28, 20*14*

EXHIBIT AAssigned Marks

Mark Name	Status	Appln. No.	Appln. Date	Reg. No.	Reg. Date
ACRYSEAL SYSTEM	Registered	74/706556	7/27/1995	2148054	3/31/1998
BLINK	Registered	78/631201	5/17/2005	3276869	8/7/2007
BLINK...AND IT'S DONE! and design	Registered	77/105235	2/12/2007	3503568	9/23/2008
TAKE BACK WINTER	Registered	78/655728	6/22/2005	3373918	1/22/2008
TAKE BACK WINTER and design	Registered	78/655739	6/22/2005	3336266	11/13/2007
TIRE JACK	Registered	75/094827	4/26/1996	2104228	10/7/1997
XTREME SPORT	Registered	78/680561	7/28/2005	3326497	10/30/2007
XTREME SPORT	Registered	77/105911	2/13/2007	3923333	2/22/2011
BLINK...AND IT'S DONE! MOM'S CAR SOLUTIONS and design	Registered	77/000503	9/15/2006	3337872	11/20/2007