

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Proparts LLC		01/05/2012	LIMITED LIABILITY COMPANY: MARYLAND
John T. Sullivan		01/05/2012	INDIVIDUAL:

**RECEIVING PARTY DATA**

<b>Name:</b>	Auto Meter Products, Inc.
<b>Street Address:</b>	413 WEST ELM STREET
<b>City:</b>	SYCAMORE
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60178
<b>Entity Type:</b>	CORPORATION: ILLINOIS

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2652966	PROPARTS
Registration Number:	3455688	SULLY
Registration Number:	3105738	SPEK
Registration Number:	3506818	WIDE ANGLE DIAL
Registration Number:	2609713	PROPOD
Registration Number:	2690587	WEDGEE

**CORRESPONDENCE DATA**

Fax Number: (202)420-2201  
 Email: parsonse@dicksteinshapiro.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Dickstein Shapiro LLP  
 Address Line 1: 1825 Eye Street  
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

OP \$165.00 2652966

**TRADEMARK**

ATTORNEY DOCKET NUMBER:	F8800.1615
NAME OF SUBMITTER:	Elizabeth Parsons
Signature:	/EP/
Date:	01/06/2012
Total Attachments: 5 source=ProParts Assignment#page1.tif source=ProParts Assignment#page2.tif source=ProParts Assignment#page3.tif source=ProParts Assignment#page4.tif source=ProParts Assignment#page5.tif	

## **INTELLECTUAL PROPERTY ASSIGNMENT**

THIS ASSIGNMENT, made this 6th day of January 2012, by PROPARTS LLC, a Maryland limited liability company, and JOHN T. SULLIVAN (hereinafter referred to collectively as the "Assignors"), and AUTO METER PRODUCTS, INC., an Illinois corporation, (hereinafter referred to as the "Assignee"), witnesseth:

WHEREAS, the said Assignors are the sole and rightful owner of certain ideas, inventions, patent applications therefor and patents thereon (collectively referred to as "Patents"); marks, including trademarks, service marks, certification marks, collective marks, domain names and collective membership marks, whether word, logo, or other forms of designations of origin (collectively referred to as "Marks"); trade names; designs; expressions and works of authorship; copyrights; moral rights; and other intellectual property; including but not limited to the Marks, and Patents set forth in the Schedule attached hereto (all of the foregoing collectively referred to as "Intellectual Property"); and

WHEREAS, pursuant to the Agreement and Bill of Sale by and among Assignors, Assignee and certain other parties thereto, and in reliance upon the representations and warranties of the Assignors set forth therein, Assignors desire to assign, and Assignee desires to acquire, said Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors do hereby sell, assign, transfer and set over, unto the Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to said Intellectual Property and all rights which the Assignors have enjoyed thereunder both in the United States of America and throughout all countries of the world, including any and all rights of recovery based on past and future infringement of said Intellectual Property, the same to be held and enjoyed by the said Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, forever and to the full end of the terms thereof, and all renewals and extensions thereof;

AND for the same consideration, the Assignors do hereby sell, assign, transfer and set over, unto the Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to said Marks, including those Marks set forth in the Schedule attached hereto, together with the goodwill of the business symbolized by the Marks and the registrations and applications thereof, and all other rights which the Assignors have enjoyed thereunder both in the United States of America and throughout all countries of the world, including any and all rights of recovery based on past and future infringement of said Marks and/or registrations, and the right to seek renewal of such registrations, the same to be held and enjoyed by the Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, forever and to the full end of the terms for which any of the aforesaid Marks are registered and any renewals of the terms thereof;

AND for the same consideration, the Assignors do hereby sell, assign, transfer and set over, unto the Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to said Patents, including those Patents set forth on the Schedule hereto, and

all rights which the Assignors have enjoyed thereunder both in the United States of America and throughout all countries of the world, including any and all rights of recovery based on past and future infringement of said Patents, the same to be held and enjoyed by the said Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, forever and to the full end of the terms thereof, and all renewals and extensions thereof;

AND for the same consideration, the Assignors hereby covenant and agree to and with the said Assignee, its successors, legal representatives and assigns, said Assignors will, whenever counsel of said Assignee, or the counsel of its successor, legal representatives and assigns, shall advise that any proceeding in connection with said Intellectual Property in any country, including but not limited to interference and opposition proceedings, is lawful and desirable, or that any registration, application for registration or renewal of said Marks, or any Patent or application for Patent is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts reasonably necessary or desirable to be done for the filing, prosecution, assignment, maintenance, enforcement and defense thereof, without charge to the said Assignee, its successors, legal representatives and assigns.

*[Balance of Page Intentionally Left Blank]*

ASSIGNOR:

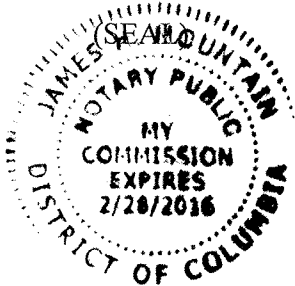
Signed at Washington, D.C., this 5th day of January 2012.

PROPARTS LLC

By: *[Signature]*  
Type Name: John T. Sullivan  
Title: Member

STATE OF City of Washington  
COUNTY OF District of Columbia <sup>SS:</sup>

On this 5th day of January 2012, personally before me came John T. Sullivan known to me, and known to me to be the person described and who signed the annexed assignment, and, being duly sworn, acknowledged that he executed the same.



*[Signature]*  
Notary Public  
James H. Mountain  
Notary Public, District of Columbia  
My Commission Expires 2/28/2016

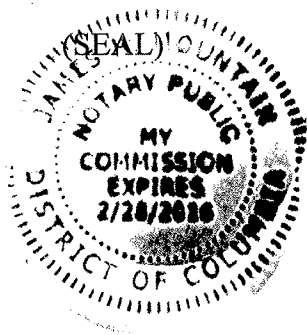
ASSIGNOR:

Signed at Washington, D.C., this 5th day of January 2012.

  
\_\_\_\_\_  
JOHN T. SULLIVAN

City of Washington  
STATE OF \_\_\_\_\_ )  
District of Columbia<sup>58:</sup>  
COUNTY OF \_\_\_\_\_ )

On this 5th day of January 2012, personally before me came John T. Sullivan known to me, and known to me to be the person described and who signed the annexed assignment, and, being duly sworn, acknowledged that he executed the same.



  
\_\_\_\_\_  
Notary Public

James H. Mountain  
Notary Public, District of Columbia  
My Commission Expires 2/28/2016

**SCHEDULE  
INTELLECTUAL PROPERTY**

**I. MARKS**

A. Trademark Registrations and Applications

Country	Mark	Filing Date	Registration No.
U.S.	PROPARTS	4/15/2002	2,652,966
U.S.	SULLY	6/19/2006	3,455,688
U.S.	SPEK	4/28/2005	3,105,738
U.S.	WIDE ANGLE DIAL	6/19/2006	3,506,818
U.S.	PROPOD	10/30/2001	2,609,713
U.S.	WEDGE	4/15/2002	2,690,587
U.S.	WEDGE		Not registered, common law
U.S.	SPEC PRO		Not registered, common law

C. Domain Names

propartsllc.com

**II. Patents**

Title	Filing Date	Patent No. or Application No.
Gauge with Large Illuminated Gauge Face	1/6/2005	7,278,749
Universal Instrument Mount	10/11/2006	7,472,940
Light Diffusion Device for a Gauge Dial Plate	9/11/2007	7,553,037
Pit Road Display	4/20/2009	7,612,660
Pit Road Display	7/29/2009	7,877,172
After-Market Dashboard Bezel for an Automobile Having a Number of Instrument Holders and Associated Method	10/25/2000	7,264,074
Long Vehicle Monitor Pod	12/16/2004	D516,010
Short Vehicle Monitor Pod	12/16/2004	D535,608
Pit Road Display	7/14/2008	12/216,933
Pit Road Display	9/16/2008	12/560,851