

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
Latin Parts Enterprises, S. A.		04/09/2012	CORPORATION: PANAMA
RECEIVING PARTY DATA			
Name:	Latin Parts Holdings, LLC		
Street Address:	4200 Columbus St.		
City:	Ottawa		
State/Country:	ILLINOIS		
Postal Code:	61350		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3946517	LATINPARTS	
CORRESPONDENCE DATA			
Fax Number:	(312)207-6400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-207-1000		
Email:	ipdocket-chi@reedsmith.com		
Correspondent Name:	Nicholas Long		
Address Line 1:	10 South Wacker Drive		
Address Line 2:	Reed Smith, LLP		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Nicholas Long		
Signature:	/Nicholas Long/		
Date:	04/09/2012		

OP \$40.00 3946517

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT

This Trademark Assignment (this “**Assignment**”), dated as of April 9, 2012, is made and entered into by and among Latin Parts Enterprises, S.A., a corporation organized under the laws of Panama (“**LP – Panama**”), LatinParts USA, Inc., a Florida corporation (collectively with LP – Panama, “**Assignor**”), and Latin Parts Holdings, LLC, a Delaware limited liability company (“**Assignee**”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of April __, 2012 (the “**Asset Purchase Agreement**”), by and among Assignor, Assignee, Latin Parts Enterprises LLC, a Florida limited liability company, Latin Parts One, S.A., a corporation organized under the laws of Panama, Latin Parts S.A.C., a corporation organized under the laws of Peru, Latin Parts Ecuador (Latinecuador) S.A., a corporation organized under the laws of Ecuador and the other signatories party thereto, pursuant to which Assignor has agreed to sell, transfer, convey, assign and deliver to Assignee, and Assignee has agreed to purchase from Assignor, all of Assignor’s right, title and interest in and to the Purchased Assets (as defined in the Asset Purchase Agreement); and

WHEREAS, in consideration of the transactions contemplated by the Asset Purchase Agreement, Assignor desires to assign to Assignee all of Assignor’s right, title and interest in and to the trademarks, service marks, trade names and trademark and service mark registrations and applications (including intent-to-use applications) set forth on Schedule A attached hereto, and all goodwill symbolized by and associated with the business conducted under such marks, which business is ongoing and existing (collectively, the “**Marks**”);

WHEREAS, Assignee desires to accept the assignment of all of Assignor’s right, title and interest in and to said Marks and all goodwill symbolized by and associated with the business conducted under such Marks;

WHEREAS, in consideration of the transactions contemplated by the Asset Purchase Agreement, Assignor desires to assign to Assignee all of Assignor’s right, title and interest in and to the Domain Names set forth on Schedule A (the “**Domain Names**”) and Assignee desires to acquire and own all right, title and interest in and to the Domain Names;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

1. Assignor hereby sells, assigns, transfers, conveys and sets over to Assignee all of Assignor’s right, title, interest in, to and under the Marks, and the Domain Names, to be held and enjoyed by Assignee, its successors, assigns and other legal representatives, as fully and completely as the same would have been held by Assignor if this assignment had not been made. Without limiting the generality of the foregoing, Assignor hereby sells, assigns, transfers, conveys and sets over unto Assignee any and all causes of action and rights to bring suit for past infringement of the Marks, and any rights or remedies, whether in law or equity, that Assignor may have as against any third party for misappropriation or misuse

of the Domain Names, including but not limited to cybersquatting or other misappropriation or misuse of the Domain Names.

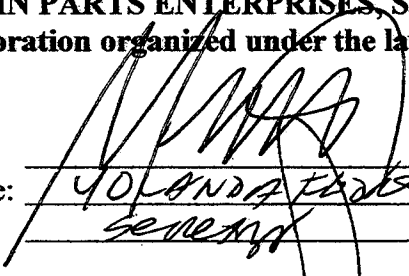
2. Assignor hereby authorizes and requests any official throughout the world whose duty it is to register and record ownership in intellectual property rights, including the Patent and Trademark Office of the United States, to record Assignee as the assignee and owner of the Marks. With respect to Domain Names, Assignor authorizes the applicable registrar(s) to effect the transfer of the Domain Names from Assignor to Assignee.
3. Upon reasonable notice given by Assignee, Assignor hereby agrees to execute and deliver at a future date any additional documents that Assignee determines may be necessary or desirable, or that may be required under federal or state law, to preserve and protect, and to perfect Assignee's ownership of, the Marks. Assignor further agrees to pay any filing or other governmental fees and charges that become due and payable prior to the date hereof in connection with the registration of any of the Marks. Assignor further agrees to perform all administrative actions, including, but not limited to, completion, execution, notarization and delivery to Assignee of the documents reasonably required by the applicable registrar, at Assignee's expense, to cause the transfer of the Domain Names from Assignor to Assignee as soon as possible after the execution of this Agreement.
4. Assignor hereby grants to Assignee a power of attorney (which power is hereby acknowledged to be coupled with an interest and irrevocable) and appoints Assignee to serve as its agent and attorney-in-fact, with powers of substitution, in each case for the limited purposes of executing and delivering such documents and doing such acts in Assignor's place and stead as Assignor would otherwise be obligated to do pursuant to paragraph 3 above.
5. Except to the extent that federal law preempts state law with respect to matters covered hereby, this Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to any conflict of laws provisions thereof.

[Signature Page Follows]

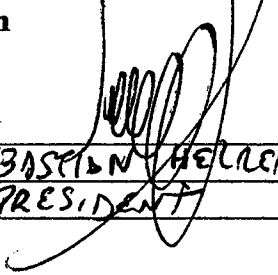
IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed and delivered by their duly authorized officers and agents effective as of the date first set forth above.

ASSIGNOR:

LATIN PARTS ENTERPRISES, S.A., a corporation organized under the laws of Panama

By: 
Name: YOLANDA TORRES
Its: GENERAL

LATINPARTS USA, INC., a Florida corporation

By: 
Name: SEBASTIAN MELLENZ
Its: PRESIDENT

ASSIGNEE:

LATIN PARTS HOLDINGS, LLC, a Delaware limited liability company

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed and delivered by their duly authorized officers and agents effective as of the date first set forth above.

ASSIGNOR:

**LATIN PARTS ENTERPRISES, S.A., a
corporation organized under the laws of Panama**

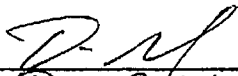
By: _____
Name: _____
Its: _____

**LATINPARTS USA, INC., a Florida
corporation**

By: _____
Name: _____
Its: _____

ASSIGNEE:

**LATIN PARTS HOLDINGS, LLC, a Delaware
limited liability company**

By:  _____
Name: Dan Bahl
Its: President

[Signature Page to Trademark Assignment]

SCHEDULE A

TRADEMARK	SERIAL NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE	STATUS
LATIN PARTS	85-117769	August 27, 2010	3,946,517	April 12, 2011	Registered
LATINPARTS (Chile) Class 12	921029	September 14, 2010	---	---	Pending
LATINPARTS (Chile) Class 35	921028	September 14, 2010	---	---	Pending
Su Exito es su Nuestro Compromiso	N/A	N/A	--	--	Unregistered

DOMAIN NAME	REGISTRANT	EXPIRATION DATE	STATUS
www.latinparts.com	LatinParts USA, Inc.	June 11, 2013	Active
www.latinparts.cl	Latin Parts Enterprises, SA	TBD	Active

[Schedule A to Trademark Assignment]

TRADEMARK
REEL: 004752 FRAME: 0724

STATE OF Florida)

) SS:

COUNTY OF Miami-Dade)

The undersigned, a Notary Public within and for said County and State, duly commissioned and acting, does hereby certify on this 3rd day of April, 2012, that Yolanda Flore, the Secretary of Latin Parts Enterprises, S.A., a corporation organized under the laws of Panama, personally known to me to be the same person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he/she is the Secretary of said corporation, and that he/she signed and delivered the same on behalf of said corporation, with authority, as his/her and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

GIVEN under my hand and notarial seal this 3rd day of April, 2012.



Martin J. Genauer
Notary Public

My commission expires:

My County of Residence:

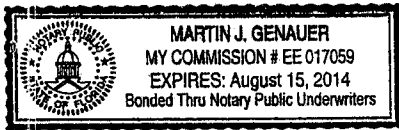
STATE OF Florida)

) SS:

COUNTY OF Miami-Dade)

The undersigned, a Notary Public within and for said County and State, duly commissioned and acting, does hereby certify on this 3rd day of April, 2012, that Sebastian Herrera, the President of LatinParts USA, Inc., a Florida corporation, personally known to me to be the same person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he/she is the President of said corporation, and that he/she signed and delivered the same on behalf of said corporation, with authority, as his/her and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

GIVEN under my hand and notarial seal this 3rd day of April, 2012.



Martin J. Genauer
Notary Public

My commission expires:

My County of Residence:

STATE OF Illinois)

) SS:

COUNTY OF LASALLE)

The undersigned, a Notary Public within and for said County and State, duly commissioned and acting, does hereby certify on this 2nd day of April, 2012, that Daniel P. Ruhl, the President of Latin Parts Holdings, LLC, a Delaware limited liability company, personally known to me to be the same person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is the President of said limited liability company, and that he signed and delivered the same on behalf of said limited liability company, with authority, as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

GIVEN under my hand and notarial seal this 2nd day of April, 2012.



Karen L. Hextell
Notary Public

My commission expires:

26 May 2012

My County of Residence:

Grady County, Illinois

[Notary Page to Trademark Assignment]