

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<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
Centrum Equities Acquisition, LLC		02/04/2013	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Vista-Pro Automotive, LLC
<b>Street Address:</b>	15 Century Blvd.
<b>Internal Address:</b>	Suite 600
<b>City:</b>	Nashville
<b>State/Country:</b>	TENNESSEE
<b>Postal Code:</b>	37214
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Registration Number:	1998980	AIR PRO QUALITY PARTS
Registration Number:	3535768	AIR PRO QUALITY PARTS
Registration Number:	1784031	G&O
Registration Number:	1768567	GDI
Registration Number:	1769970	GO/DAN INDUSTRIES
Registration Number:	3335696	HBX
Registration Number:	3235682	HBX
Registration Number:	1930965	HEATBUSTER
Registration Number:	3497536	LAST CALL AUTO PARTS
Registration Number:	1769969	LEMASTER ADAPTER
Registration Number:	3424140	PROLIANCE
Registration Number:	1292081	READY AIRE
Registration Number:	2980626	READY-AIRE

OP \$440.00 1998980

Registration Number:	1771336	READY-CORE
Registration Number:	1103835	READY-RAD
Registration Number:	3265528	TRACTOR TOUGH
Registration Number:	3052709	TRUCK TOUGH

**CORRESPONDENCE DATA**

Fax Number: 2037875818  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 203-787-0595  
Email: delpet@delpet.com  
Correspondent Name: DeLio & Peterson, LLC  
Address Line 1: 121 Whitney Avenue  
Address Line 4: New Haven, CONNECTICUT 06510

ATTORNEY DOCKET NUMBER:	VIST637
NAME OF SUBMITTER:	Peter W. Peterson
Signature:	/Peter W. Peterson/
Date:	03/20/2013

**Total Attachments: 7**  
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (**Trademark Assignment**) is made and entered into as of the 4<sup>th</sup> day of February, 2013 (the "**Assignment Date**") by and between Centrum Equities Acquisition, LLC, a Delaware limited liability company having an address of 15 Century Blvd., Suite 600, Nashville, Tennessee, 37214, (referenced to herein as the "**Assignor**") and Vista-Pro Automotive, LLC, a Delaware limited liability company having an address of 15 Century Blvd., Suite 600, Nashville, Tennessee, 37214, (referred to herein as the "**Assignee**").

### RECITALS

A. Assignor is a subsidiary of Assignee, and is the owner of rights in certain trademarks, including, without limitation, those set forth on *Exhibit A* attached hereto and by this reference incorporated herein (collectively, "**Purchased Trademark Assets**")

B. By this Trademark Assignment, Assignor is assigning to Assignee all of its right, title, and interest in and to the Purchased Trademark Assets.

### CLAUSES

NOW, THEREFORE, in consideration of the premises, mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which Assignor specifically acknowledges, Assignor assigns, transfers and sells the Purchased Trademark Assets to Assignee and the parties further agree as follows:

1. **Governmental Authority Definitions**. For purposes of this Trademark Assignment, the following terms will have the following meanings: (i) the term "**United States**" will mean the United States of America, and all geographical territories and subdivisions of the United States of America; (ii) the term "**Other Nations**" will mean each country, principality or other independent territory and each subdivision thereof, which is not a part of the United States; (iii) the term "**Supra-National Authority**" will mean the European Union, the United Nations, the World Court, the World Intellectual Property Organization, the Commonwealth, the North Atlantic Treaty Organization, the General Agreement on Tariffs and Trade, the Berne Convention, the North American Free Trade Agreement and all other multinational authorities or treaties which have or may have from time to time jurisdiction over any of the parties to or any performance under this Agreement; and (iv) the term "**Governmental Authority**" will mean any subdivision, agency, branch, court, administrative body, legislative body, judicial body, alternative dispute resolution authority or other governmental institution of (A) the United States, (B) any state, municipality, county, parish, subdivision or territory of the United States, (C) all Other Nations, (D) any state, territory, county, province, municipality, parish or other subdivision of any Other Nations, and (E) all Supra-National Authorities.

2. **Assignment of Purchased Trademark Assets.** Through this instrument and effective as of the Assignment Date, Assignee purchases and Assignor transfers, assigns and conveys to Assignee, all of the Purchased Trademark Assets, including, without limitation, all goodwill of the business symbolized by the Purchased Trademark Assets and goodwill associated with the Purchased Trademark Assets in the United States and all Other Nations. All of the Purchased Trademark Assets are conveyed to Assignee on the Assignment Date free and clear of all liens.

3. **Grant of Rights to Purchased Trademark Assets.** Assignor grants, conveys, transfers, alienates and assigns to Assignee, for and throughout the United States and all Other Nations, Assignor's right, title and interest (legal, equitable, use and otherwise) in and to the Purchased Trademark Assets, including but not limited to (i) the right to record the assignments made under this Trademark Assignment in the United States Patent and Trademark Office and in any other public offices of any Governmental Authority throughout the world; (ii) the right to sue for, collect and retain damages predicated on past, present or future infringements of the preceding, as well as all other claims and rights to damages associated with the preceding, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; (iii) rights to print, publish, display, rent, lend, lease, and license the Purchased Trademark Assets in all media (now or subsequently existing) and languages (human or computer); and (iv) all goodwill associated with the Purchased Trademark Assets.

4. **Further Assurance of Rights.** Assignor agrees to do, upon Assignee's request and at its expense, but without additional consideration, all acts reasonably serving to assure that the Purchased Trademark Assets shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by Assignor, its heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee any and all facts known relating to the Purchased Trademark Assets; and to furnish Assignee with any and all labels, documents, photographs, specimens, samples and other physical exhibits in its control or in the control of its heirs, legal representatives or assigns and which may be useful for establishing the facts of adoption and use of the Purchased Trademark Assets.

5. **No Retained Rights.** The parties specifically agree that Assignor is not retaining any ownership, copyright, trademark, patent or other intellectual property right or any right, title or interest whatsoever in the Purchased Trademark Assets, and upon execution, this Trademark Assignment shall constitute a complete, absolute and exclusive transfer of all rights in their entirety (legal, equitable, use and otherwise) in the Purchased Trademark Assets, whether currently existing or arising or recognized in the future to Assignee. Assignor further acknowledges and agrees that the Purchased Trademark Assets constitute the sole and exclusive property of Assignee.

6. **Representations.** Assignor makes no representations or warranties concerning the Purchased Trademark Assets.

7. **Notices.** All notices concerning this Trademark Assignment shall be given in writing to the parties as identified above.

8. **Binding Effect.** This Trademark Assignment shall be binding upon and inure to the benefit of Assignee and Assignor as well as their respective successors.

9. **Complete Understanding.** This Trademark Assignment constitutes the complete understanding among the parties. No alteration or modification of any of this Trademark Assignment's provisions shall be valid unless made in a written instrument which both parties sign. This Trademark Assignment supersedes any prior understandings, written agreements or oral arrangements among the parties which concerns the subject matter of this Trademark Assignment.

10. **Governing Law.** This Trademark Assignment will be governed by and construed in accordance with the Laws of the State of Delaware applicable to a Contract executed and performed in such State, without giving effect to the conflict of laws principles thereof.

11. **Severability.** If a court of competent jurisdiction holds that any one or more of this Trademark Assignment's provisions are invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any of this Trademark Assignment's other provisions, and this Trademark Assignment shall be construed as if it had never contained such invalid, illegal or unenforceable provisions.

12. **Waiver.** A party's attempted waiver, consent or authorization of any kind, whether required pursuant to the terms of this Trademark Assignment or granted pursuant to any breach or default under this Trademark Assignment, shall not be effective or binding upon such party unless the same is in a written instrument which such party has signed. Any such waiver, consent or authorization will be valid solely to the extent specifically set forth in such written instrument. No failure or delay on the part of any party to this Trademark Assignment to exercise any right, remedy, power or privilege shall preclude or limit any other or further exercise of such right or the exercise of any other right, remedy, power or privilege with respect to the same or any other matter.

13. **Counterparts.** This Trademark Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

*[Signature Page Follows]*



# EXHIBIT A

CLI	DKT	COUNTRY/ST	S	MARK	SERIAL NO	FILED	REG NO.	REG DATE	RENEW
VIST	420041026	MEXICO	I	AIR PRO QUALITY PARTS & Design	873896	08/08/07	1028208	02/29/08	08/08/17
VIST	430041026	MEXICO	I	AIR PRO QUALITY PARTS & Design	873894	08/08/07	1085627	02/19/09	08/08/17
VIST	450041026	MEXICO	I	AIR PRO QUALITY PARTS & Design	923255	03/28/08	1044627	06/09/08	03/28/18
VIST	400041000	UNITED STATES	I	AIR PRO QUALITY PARTS & Design	74/516,871	04/25/94	1,998,980	09/10/96	09/10/16
VIST	420041000	UNITED STATES	I	AIR PRO QUALITY PARTS & Design	76/676,767	05/14/07	3,535,768	11/25/08	11/25/18
VIST	42300	UNITED STATES	I	G&O	74/334,854	11/27/92	1,784,031	07/27/93	07/27/13
VIST	400031000	UNITED STATES	I	GDI (stylized)	74/300,218	08/03/92	1,768,567	05/04/93	05/04/13
VIST	400032000	UNITED STATES	I	GO/DAN INDUSTRIES	74/300,220	08/03/92	1,769,970	05/11/93	05/11/13
VIST	400040007	CANADA	I	HBX	1,256,788	05/06/05	TMA729,730	11/28/08	11/28/23
VIST	400040026	MEXICO	I	HBX	725770	06/29/05	924969	03/22/06	06/29/15
VIST	400040000	UNITED STATES	I	HBX	76/635,987	04/12/05	3,335,696	11/13/07	11/13/17
VIST	410040000	UNITED STATES	I	HBX (Stylized)	76/662,337	06/29/06	3,235,682	05/01/07	05/01/17
VIST	400035008	CHINA	I	HEATBUSTER	4305857	10/12/04	4305857	03/21/07	03/20/17
VIST	400035026	MEXICO	I	HEATBUSTER	684188	10/25/04	866007	01/27/05	10/25/14
VIST	400035000	UNITED STATES	I	HEATBUSTER	531,467	05/31/94	1,930,965	10/31/95	10/31/15
VIST	400044000	UNITED STATES	I	LAST CALL AUTO PARTS	76/682,931	10/15/07	3,497,536	09/09/08	09/09/18

CLI	DKT	COUNTRY/ST	S	MARK	SERIAL NO	FILED	REG NO.	REG DATE	RENEW
VIST	400034000	UNITED STATES	I	LEMASTER ADAPTER	74/300,219	08/03/92	1,769,969	05/11/93	05/11/13
VIST	400043007	CANADA	I	PROLIANCE	1256133	05/02/05	TMA709,026	03/06/08	03/06/23
VIST	430043008	CHINA	I	PROLIANCE	5977586	04/03/07	5977586	12/28/09	12/27/19
VIST	400043011	CTM	I	PROLIANCE	4431953	05/11/05	4431953	10/16/06	05/11/15
VIST	400043062	INDONESIA	I	PROLIANCE	D00 2007 018	06/08/07	IDM000193362	02/17/09	06/08/17
VIST	400043024	KOREA	I	PROLIANCE	40-2007-0030	06/05/07	40-0754245	07/18/08	07/18/18
VIST	400043026	MEXICO	I	PROLIANCE	715542	05/03/05	954719	09/25/06	05/03/15
VIST	410043026	MEXICO	I	PROLIANCE	715543	05/03/05	1026719	02/26/08	05/03/15
VIST	420043026	MEXICO	I	PROLIANCE	715544	05/03/05	1029532	03/11/08	05/03/15
VIST	400043042	TAIWAN	I	PROLIANCE	096026791	06/06/07	1338642	11/16/08	11/15/18
VIST	400043063	THAILAND	P	PROLIANCE	673415	09/14/07			
VIST	410043063	THAILAND	P	PROLIANCE	673416	09/14/07			
VIST	400043000	UNITED STATES	I	PROLIANCE	78/612,024	04/19/05	3,424,140	05/06/08	05/06/18
VIST	400039026	MEXICO	I	PTOUGH	713417	04/21/05	911133	11/30/05	04/21/15
VIST	400028007	CANADA	I	READY AIRE	508,192	08/17/83	303,014	05/24/85	05/24/15
VIST	400028008	CHINA	I	READY AIRE	4271855	09/16/04	4271855	02/28/07	02/27/17
VIST	410028008	CHINA	I	READY AIRE	4513912	02/25/05	4513912	11/21/07	11/20/17
VIST	420028008	CHINA	I	READY AIRE	4513911	02/25/05	4513911	05/21/08	05/20/18
VIST	400028026	MEXICO	I	READY AIRE	684185	10/25/04	863538	12/14/04	10/25/14
VIST	410028026	MEXICO	I	READY AIRE	71462	04/27/05	963309	11/24/06	04/27/15



CLI	DKT	COUNTRY/ST	S	MARK	SERIAL NO	FILED	REG NO.	REG DATE	RENEW
VIST	400028000	UNITED STATES	I	READY AIRE	428,478	06/02/83	1,292,081	08/28/84	08/28/14
VIST	400033008	CHINA	I	READY CORE	4271804	09/16/05	4271804	02/28/07	02/27/17
VIST	400033026	MEXICO	I	READY CORE	684187	10/25/04	863540	12/14/05	10/25/14
VIST	400030008	CHINA	I	READY RAD	4271856	09/16/05	4271856	02/28/07	02/27/17
VIST	400030026	MEXICO	I	READY RAD	684186	10/25/04	863539	12/14/04	10/25/14
VIST	400029000	UNITED STATES	I	READY-AIRE	76/588,476	04/23/04	2,980,626	08/02/05	08/02/15
VIST	400033000	UNITED STATES	I	READY-CORE	74/300,217	08/03/92	1,771,336	05/18/93	05/18/13
VIST	400030000	UNITED STATES	I	READY-RAD	73/153,588	12/27/77	1,103,835	10/10/78	10/10/18
VIST	400037007	CANADA	I	TRACTOR TOUGH	1,253,283	04/07/05	TMA688,992	06/04/07	06/04/22
VIST	400037000	UNITED STATES	I	TRACTOR TOUGH	76/623,844	12/09/04	3,265,528	07/17/07	07/17/17
VIST	400026008	CHINA	I	TRANSPRO	4271854	09/16/04	4271854	02/28/07	02/27/17
VIST	400026026	MEXICO	I	TRANSPRO	684184	10/25/04	863537	12/14/04	10/25/14
VIST	400036000	UNITED STATES	I	TRUCK TOUGH	76/622,995	12/02/04	3,052,709	01/31/06	01/31/16
VIST	40307	CANADA	I	ULTRA FUSED	527,603	08/27/84	321,058	11/28/86	11/28/16
VIST	42208	CHINA	I	ULTRA FUSED	4271853	09/16/04	4271853	02/28/07	02/27/17
VIST	42226	MEXICO	I	ULTRA FUSED	100511	11/07/90	414511	05/26/92	11/07/20