

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
General Parts, Inc.		07/30/2013	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	National Coatings & Supplies, Inc.		
Street Address:	4900 Falls of Neuse		
Internal Address:	Suite 150		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27609		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2740516	AUTOMOTIVE FINISHES	
CORRESPONDENCE DATA			
Fax Number:	4048817777		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	404-881-7000		
Email:	angie.wicker@alston.com		
Correspondent Name:	Nadya Munasifi Sand		
Address Line 1:	1201 West Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	020842/373129		
NAME OF SUBMITTER:	Nadya Munasifi Sand		
Signature:	/Nadya Munasifi Sand/		

OP \$40.00 2740516

Date:

01/21/2014

Total Attachments: 3

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GENERAL PARTS, INC.
TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment"), effective as of the date of last signature below (the "Effective Date"), is made by and between General Parts, Inc., a North Carolina corporation with its principal place of business at 2635 East Millbrook Road, Raleigh, North Carolina 27604 ("Assignor"), and National Coatings & Supplies, Inc., a North Carolina corporation with its principal place of business at 4900 Falls of Neuse, Suite 150, Raleigh, North Carolina 27609 ("Assignee," and together with Assignor, the "Parties").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks and all registrations and applications therefore (the "Marks") set forth on Exhibit A attached hereto and incorporated herein by reference;

WHEREAS, Assignor and Assignee are parties to that certain Plan of Organization and Asset Purchase Agreement dated July 29, 2009 (the "Asset Purchase Agreement"); and

WHEREAS, Assignor wishes to assign the Marks to Assignee, and Assignee desires to acquire the Marks from Assignor, together with the goodwill of the business symbolized thereby.

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment and Restrictions. Assignor hereby assigns, transfers and conveys to Assignee, all right, title and interest throughout the world in and to the Marks, including all common law rights therein, all registrations and applications for registration thereof, and all goodwill of the business symbolized thereby and appurtenant thereto, together with all income, royalties, damages or payments due on or after the Effective Date, including, without limitation, all rights to (i) file applications directed to the Marks, (ii) obtain registrations for the Marks, (iii) and bring actions and to recover damages for any and all past, present and future infringement of the Marks in any and all jurisdictions throughout the world, including all rights as opponents in any opposition or cancellation proceeding.

2. Additional Documents and Materials. Assignor agrees to cooperate with and assist Assignee in Assignee's obtaining, enforcing, and defending its rights in the Marks. As part of such cooperation, Assignor agrees to provide Assignee, at Assignee's sole expense, any materials that Assignee believes would (i) be beneficial to evidence the transfer of the rights to the Marks (ii) support the filing, prosecution and maintenance of any applications to register the Marks.

3. Miscellaneous.

3.1 The terms and provisions of this Trademark Assignment shall be binding upon and shall extend to, and inure to the benefit of the Parties and their successors and assigns.

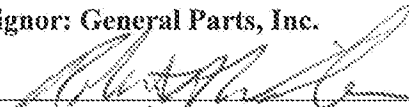
3.2 In the event that any term or provision in this Trademark Assignment is held to be invalid, illegal or unenforceable in any respect, such term or provision shall be deemed amended to the extent necessary to render it valid, legal and enforceable, and the Parties agree to be bound by the same as thus amended, and the remaining terms and provisions of this Trademark Assignment shall not in any way be affected or impaired thereby.

3.3 This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

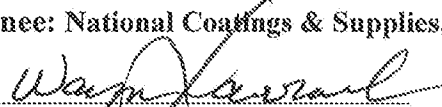
3.4 This Trademark Assignment and the Asset Purchase Agreement constitute the complete and exclusive agreement between the Parties regarding the Marks hereof and supersedes all proposals, oral or written, and all other communications between the Parties with respect to such subject matter. This Trademark Assignment may not be modified except by a written instrument signed by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Trademark Agreement to be executed by their duly authorized officers on the respective dates hereinafter set forth.

Assignor: General Parts, Inc.

By: 
Print Name: ROBERT A. WICKER
Title: EV
Date: 7-30-13


Assignee: National Coatings & Supplies, Inc.

By: 
Print Name: WAYNE LAVETTE
Title: PRES
Date: 7-25-13

[Remainder of page intentionally left blank]

Exhibit A

Marks

Mark	Goods and Services	U.S. Reg. No.
 The logo features the word "Automotive" in a bold, black, sans-serif font. Above the "i" in "Automotive" is the word "finishes" in a black, cursive script. To the right of "Automotive" is a small graphic of a checkered flag.	Wholesale distributorship services in the field of aftermarket automotive paint, supplies and equipment.	2,740,516
AUTOMOTIVE FINISHES	Wholesale distributorship services in the field of aftermarket automotive paint, supplies and equipment.	N/A