

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343049

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Uni-Select USA, Inc.		05/31/2015	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	IEH Auto Parts LLC		
Street Address:	445 Hamilton Avenue		
City:	White Plains		
State/Country:	NEW YORK		
Postal Code:	10601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3104436	COUNTER CONNECT ONLINE	
Registration Number:	2180461	ELITE PARTS FORCE	
Registration Number:	2587227	RESOURCE	
Registration Number:	2105361	USAUTOMOTIVE INTERNATIONAL	
Registration Number:	2703406	AUTO-PLUS	
CORRESPONDENCE DATA			
Fax Number:	4162163930		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	514-847-4243		
Email:	dockettor@nortonrosefulbright.com		
Correspondent Name:	Norton Rose Fulbright Canada LLP		
Address Line 1:	1, Place Ville Marie		
Address Line 2:	Suite 2500		
Address Line 4:	Montreal, CANADA H3B 1R1		
ATTORNEY DOCKET NUMBER:	01028730-0001		
NAME OF SUBMITTER:	Christopher N. Hunter		
SIGNATURE:	/Christopher N. Hunter/		
DATE SIGNED:	06/01/2015		

CH \$140.00 3104436

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT¹

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") dated as of the 31st day of May, 2015 (the "Effective Date") by and between Uni-Select USA, Inc., a Delaware corporation, Beck/Arnley Worldparts, Inc., a Delaware corporation, (collectively, the "Assignors"), and IEH Auto Parts LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS Assignors and Assignee have entered into an Asset Purchase Agreement, executed February 9, 2015 (hereinafter the "APA"), pursuant to which Assignors have agreed to sell, and Assignee has agreed to purchase, certain Purchased Assets, including, without limitation, the registered trademarks and the registered copyrights identified and set forth on Schedule A attached hereto (the "Assigned Intellectual Property");

WHEREAS, pursuant to the APA, Assignors have agreed to assign to Assignee, and Assignee wishes to acquire from Assignors, all right, title and interest in and to the Assigned Intellectual Property, among other assets; and

WHEREAS, Assignors have agreed to execute and deliver this Assignment, for recording with national, federal and state government authorities including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Assignment and in the APA, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Assignment.** Pursuant to and subject to the terms and conditions of the APA, Assignors hereby assign to Assignee, and Assignee hereby accepts, all right, title, and interest in and to the Assigned Intellectual Property (but excluding any rights in any trademarks contained in the copyright materials that are not separately being assigned under this Assignment or the APA), for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made, including (A) the goodwill of the business connected with the use of, and symbolized by, the Assigned Intellectual Property; (B) the right, if any, to all registrations, restorations, reversions, issuances, extensions and renewals thereof, provided that, only with respect to United States intent-to-use trademark applications, the transfer of such applications shall not be effective until the expiration of any period during which the assignment thereof would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications; (C) the right to prosecute, maintain and defend the Assigned Intellectual Property before any public or private agency, office or registrar; (D) the right, if any, to claim priority based on the filing dates of any of the Assigned Intellectual Property under the Protocol Relating to the Madrid Agreement Concerning the International Registration of Marks, International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, the Paris Convention, and all other treaties of like purposes; (E) the right to sue and recover damages or other compensation for past, present or future infringements thereof, the right to sue and obtain equitable relief, including injunctive relief, in respect of such infringements, and the right to fully and entirely stand in the place of the Assignors in all matters related thereto; (F) any and all royalties, fees, income, payments and other proceeds now or hereafter

¹ This Assignment may be amended to incorporate changes required for filing, recordation, use, enforcement or exploitation in the relevant jurisdiction or otherwise, including due to the identity of the ultimate Assignors, so that the Assignee obtains the full benefit of this Assignment and the Assigned Intellectual Property.

due or payable with respect to any and all of the foregoing; (G) all rights of any kind whatsoever of Assignors accruing under any of the foregoing provided by any applicable law; and (H) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Cooperation.** Assignors shall use reasonable efforts to take actions and execute and deliver documents that Assignee may reasonably request to effect the terms of this Assignment and to perfect Assignee's title in and to the Assigned Intellectual Property assigned to it hereunder.

3. **Recordation.** The Assignors hereby authorize the Commissioner of the United States Patent and Trademark Office and the United States Register of Copyrights to record Assignee as the assignee and owner of the Assigned Intellectual Property and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

4. **Governing Law.** This Assignment shall be governed by the governing law and venue provisions of Section 1.10 of the APA.

6. **General Provisions.** This Assignment is intended to effect the assignment of the Assigned Intellectual Property to Assignee as further described in the APA. To the extent of any conflict or inconsistency between the terms and conditions of this Assignment and the APA, the APA shall prevail and govern the rights and obligations of the parties hereto and the scope of assignment of the Assigned Intellectual Property. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment. This Assignment, along with its Schedule and the APA and its Schedules and Exhibits, constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. This Assignment may not be supplemented, altered, or modified in any manner except as provided otherwise herein or by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

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IN WITNESS WHEREOF, Assignors and Assignee have caused this instrument to be executed by their respective duly authorized representative as of the Effective Date.

UNI-SELECT USA, INC.

BY: _____

Name: Richard G. Roy
Title: Vice President

BECK/ARNLEY WORLDPARTS, INC

BY: _____

Name: Richard G. Roy
Title: President

IEH AUTO PARTS LLC

BY: Keith Cooper

Name: _____
Title: _____

[Signature Page to Intellectual Property Assignment Agreement]

Schedule A

LIST OF ASSIGNED INTELLECTUAL PROPERTY

TRADEMARKS

Name	Nature	Serial/ Application Number	Filing Date	Registration number	Registration date	Jurisdiction	The Record Owner
BECK/ARNLEY	Trademark Wares	76490112	February 20, 2003	2873519	August 17, 2004	USA	Beck/Arnley Worldparts, Inc.
PARTS MADE RIGHT. LIFE MADE EASY.	Trademark Services	77699711	March 26, 2009	3819381	July 13, 2010	USA	Beck/Arnley Worldparts, Inc.
SILVER SUPREME	Trademark Wares	75564729	October 5, 1998	2367669	July 18, 2000	USA	Beck/Arnley Worldparts, Inc.
STOCKWORKS	Trademark Services	75564730	October 5, 1998	2285468	October 12, 1999	USA	Beck/Arnley Worldparts, Inc.
COUNTER CONNECT ONLINE	Trademark Services	76593092	May 19, 2004	3104436	June 13, 2006	USA	Uni-Select USA, Inc.
	Trademark Services	75315219	June 26, 1997	2180461	August 11, 1998	USA	Uni-Select USA, Inc.
RESOURCE	Trademark Wares	75925804	February 24, 2000	2587227	July 2, 2002	USA	Uni-Select USA, Inc.
	Trademark Services	75181136	October 15, 1996	2,105,361	October 14, 1997	USA	Uni-Select USA, Inc.
AUTO-PLUS	Trademark Services	75788525	August 31, 1999	2703406	April 8, 2003	USA	Uni-Select USA, Inc.