

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM379066

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AAHC, Inc.		04/01/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AAHC Acquisition, LLC		
Street Address:	9 Greenway Plaza		
Internal Address:	Suite 2400		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77046		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3809979	PRIME GRIP	
Registration Number:	3802964	PRIMEVISION	
Registration Number:	3598084	PRIMEVISION	
Registration Number:	4271365	FTLS	
Serial Number:	86545225	IDW I INSTALLER'S DIRECT WAREHOUSE	
Registration Number:	4022072	TT&EW TECHNICIANS TOOL & EQUIPMENT WAREH	
Registration Number:	1963770	TVI	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<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:	2127288000		
Email:	ipdept@willkie.com		
Correspondent Name:	Amir Ghavi c/o Willkie Farr & Gallagher		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	117975.00029AG		
NAME OF SUBMITTER:	Amir Ghavi		

CH \$190.00 3809979

SIGNATURE:	/amirghavi/
DATE SIGNED:	04/01/2016
Total Attachments: 4 source=Sterling -- Prime -- Trademark Assignment - AAHC (EXECUTED)#page1.tif source=Sterling -- Prime -- Trademark Assignment - AAHC (EXECUTED)#page2.tif source=Sterling -- Prime -- Trademark Assignment - AAHC (EXECUTED)#page3.tif source=Sterling -- Prime -- Trademark Assignment - AAHC (EXECUTED)#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“Trademark Assignment”) is made as of April 1, 2016 by and between AAHC, Inc. (“Seller”), and AAHC Acquisition, LLC (“Purchaser”). Each of Seller and Purchaser is individually referred to from time to time herein as a “Party” and collectively as the “Parties.”

1. Assignment. Seller hereby irrevocably transfers, assign, conveys, sells and delivers to Purchaser, and Purchaser hereby accepts, all of Seller’s right, title and interest in and to the following (the “Assigned Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks: (a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof; (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any of the foregoing; and (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/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 not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and any other governmental officials to record and register this Trademark Assignment upon request by Purchaser.

3. Counterparts. This Trademark Assignment may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one agreement. Execution and delivery of this Trademark Assignment by exchange of facsimile or other electronically transmitted counterparts bearing the signature of a Party will be equally as effective as delivery of a manually executed counterpart of such Party.

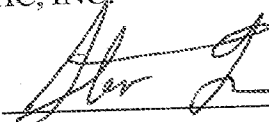
4. Successors and Assigns. This Trademark Assignment will inure to the benefit of, and be binding upon, the successors and assigns of the Parties.

5. Governing Law. This Trademark Assignment, and all claims or causes of action that may be based upon, arise out of, or relate to, this Trademark Assignment, will be governed by and construed in accordance with the law of the State of Delaware, without regard to its conflict of laws principles.

[Signature Page Follows]

SELLER

AAHC, INC.

By:  _____

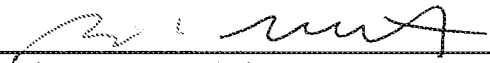
Name: Steve Friedman

Title: President

[Signature Page to Trademark Assignment Agreement of AAHC, Inc.]

PURCHASER

AAHC ACQUISITION, LLC

By: 

Name: Gary L. Rosenthal

Title: President and Chief Executive Officer

[Signature Page to Trademark Assignment Agreement of AAHC, Inc.]

TRADEMARK
REEL: 005763 FRAME: 0862

Schedule 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Registration No.	Registration Date	Application Serial No.	Filing Date	Registrant
Prime Grip	3809979	6/29/10	77856154	10/23/09	AAHC, Inc. d/b/a Prime Automotive Warehouse, Inc.
Prime Vision	3802964	6/15/10	77855952	10/23/09	AAHC, Inc. d/b/a Prime Automotive Warehouse, Inc.
Prime Vision (China)	G1064596	12/30/10			AAHC, Inc. d/b/a Prime Automotive Warehouse, Inc.
PRIMEVISION	3598084	3/31/09	77551784	8/20/08	AAHC, Inc. d/b/a Prime Automotive Warehouse, Inc.
FTLS	4271365	1/8/13	85618630	5/7/12	AAHC, Inc. d/b/a Prime Automotive Warehouse, Inc.
IDW/ Installer's Direct Warehouse	N/A	N/A	86545225	2/25/15	AAHC, Inc.
TT&EW Technicians Tool & Equipment Warehouse	4022072	9/6/11	85213385	1/7/11	AAHC, Inc. d/b/a Prime Automotive Warehouse, Inc.
TVI	1963770	3/26/96	74550341	7/18/94	AAHC, Inc.