

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476273

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Transtar Industries, Inc.		04/11/2017	Corporation: OHIO
TRANSTAR AUTOBODY TECHNOLOGIES, INC.		04/11/2017	Corporation: OHIO
AXIOM AUTOMOTIVE TECHNOLOGIES, INC.		04/11/2017	Corporation: DELAWARE
ETX TRANSMISSIONS, INC		04/11/2017	Corporation: DELAWARE
ALMA PRODUCTS I, INC.		04/11/2017	Corporation: MICHIGAN
ATCO PRODUCTS, INC.		04/11/2017	Corporation: DELAWARE
DACCO, INCORPORATED		04/11/2017	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon		
Street Address:	2001 Bryan Street, Suite 1000		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	banking corp: NEW YORK		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Registration Number:	1931852	BODY-TEC	
Registration Number:	1640116	BOND-TEC	
Registration Number:	3025477	EURO CLASSIC	
Registration Number:	3025476	EURO KWIK	
Registration Number:	3379320	EURO ULTRAV	
Registration Number:	1917076	FINISH TEC	
Registration Number:	1884484	HYDROBASE	
Registration Number:	1890743	HYDROFLEX	
Registration Number:	3147099	TRUE FINISH	
Registration Number:	1997058	ULTRA FLEX	
Registration Number:	2878683	ENGINE WORKS	
Registration Number:	4888062	TRANSTAR	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2800078	ENGINE WORKS
Registration Number:	2800046	ENGINE WORKS
Registration Number:	2410617	NICKELS
Registration Number:	2790997	NICKELS PERFORMANCE
Registration Number:	1878571	TRANSTAR
Registration Number:	2685157	ALL AUTOMATIC TRANSMISSION PARTS
Registration Number:	2685156	ALL TRANSMISSION PARTS
Registration Number:	3386291	800PS
Registration Number:	3294656	AXIOM
Registration Number:	3726782	AXIOM
Registration Number:	3197696	AXIOM
Registration Number:	3213344	AXIOM
Registration Number:	3181997	AXIOM ESOURCE
Registration Number:	1744938	TRANS MART
Registration Number:	3139694	TRANS MART
Registration Number:	3558582	TRANSTAR ESOURCE
Registration Number:	2709199	APCOAIR
Registration Number:	3068769	AIR-O-CRIMP
Registration Number:	3210382	PERFORMANCE PLUS
Registration Number:	3379368	TORQZILLA
Registration Number:	1763304	DACCO
Registration Number:	2117795	A
Registration Number:	2103525	ACCURATE TRANSMISSIONS

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 212-655-3372

Email: dmangan@chapman.com

Correspondent Name: Chapman and Cutler LLP

Address Line 1: 1270 Avenue of the Americas, 30th Floor,

Address Line 4: New York, NEW YORK 10020

NAME OF SUBMITTER:	Deirdre Mangan
SIGNATURE:	/Deirdre Mangan/
DATE SIGNED:	06/01/2018

Total Attachments: 30

source=Trademark cover sheet#page1.tif

source=Addendum to Trademarks Cover Sheet#page1.tif

source=Senior IP Security Agreement#page1.tif
source=Senior IP Security Agreement#page2.tif
source=Senior IP Security Agreement#page3.tif
source=Senior IP Security Agreement#page4.tif
source=Senior IP Security Agreement#page5.tif
source=Senior IP Security Agreement#page6.tif
source=Senior IP Security Agreement#page7.tif
source=Senior IP Security Agreement#page8.tif
source=Senior IP Security Agreement#page9.tif
source=Senior IP Security Agreement#page10.tif
source=Senior IP Security Agreement#page11.tif
source=Senior IP Security Agreement#page12.tif
source=Senior IP Security Agreement#page13.tif
source=Senior IP Security Agreement#page14.tif
source=Senior IP Security Agreement#page15.tif
source=Senior IP Security Agreement#page16.tif
source=Senior IP Security Agreement#page17.tif
source=Senior IP Security Agreement#page18.tif
source=Senior IP Security Agreement#page19.tif
source=Senior IP Security Agreement#page20.tif
source=Senior IP Security Agreement#page21.tif
source=Senior IP Security Agreement#page22.tif
source=Senior IP Security Agreement#page23.tif
source=Senior IP Security Agreement#page24.tif
source=Senior IP Security Agreement#page25.tif
source=Senior IP Security Agreement#page26.tif
source=Senior IP Security Agreement#page27.tif
source=Senior IP Security Agreement#page28.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Transtar Industries, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: Ohio
 Other _____

Citizenship (see guidelines) Ohio

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 11, 2017

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: The Bank of New York Mellon

Street Address: 2001 Bryan Street, Suite 1000

City: Dallas

State: Texas

Country: USA Zip: 75201

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other banking corp Citizenship New York

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

See Schedule B

B. Trademark Registration No.(s)

See Schedule B

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Schedule B

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Deirdre Mangan

Internal Address: Chapman and Cutler LLP

Street Address: 1270 Avenue of the Americas, 30th Floor

City: New York

State: New York Zip: 10020

Phone Number: 212.655.3372

Docket Number: _____

Email Address: dmangan@chapman.com

6. Total number of applications and registrations involved:

120

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: _____

ADDENDUM TO TRADEMARKS COVER SHEET

1. Name and state of additional conveying parties:

(1) Name: TRANSTAR AUTOBODY TECHNOLOGIES, INC.

State: Ohio
Type: corporation
Citizenship: Ohio

(2) Name: AXIOM AUTOMOTIVE TECHNOLOGIES, INC.

State: Delaware
Type: corporation
Citizenship: Delaware

(3) Name: ETX TRANSMISSIONS, INC

State: Delaware
Type: corporation
Citizenship: Delaware

(4) Name: ALMA PRODUCTS I, INC.

State: Michigan corporation
Type: corporation
Citizenship: Michigan

(5) Name: ATCO PRODUCTS, INC.

State: Delaware
Type: corporation
Citizenship: Delaware

(6) Name: DACCO, INCORPORATED

State: Ohio
Type: corporation
Citizenship: Ohio

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated April 11, 2017, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of THE BANK OF NEW YORK MELLON, a banking corporation organized and existing under the laws of the State of New York, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, SPEEDSTAR HOLDING CORPORATION, a Delaware corporation (“Holdings”) and TRANSTAR HOLDING COMPANY, a Delaware corporation (the “Borrower”), the Lenders party thereto and THE BANK OF NEW YORK MELLON, as Administrative Agent and Collateral Agent, have entered into that certain Senior Credit Agreement dated as of April 11, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making or continuation of Loans by the Lenders and the L/C Arranger to arrange Letters of Credit under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks and the entry into Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated as of the date hereof made by the Grantors to the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities, as applicable.

WHEREAS, it is understood that the relative rights and priorities of the Secured Parties in respect of the Collateral are governed by that certain Intercreditor Agreement, dated as of April 11, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “Patents”);

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or the marks that are the subject thereof under applicable federal law), together with the goodwill symbolized thereby (the “Trademarks”);

(iii) the copyright registrations and applications and copyright licenses set forth in Schedule C hereto (the “Copyrights”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(v) any and all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements, dilutions, misappropriations, violations, misuses or breaches thereof, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, any Secured Hedge Agreement or any Cash Management Agreement, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise, including, without limitation, obligations under such Grantor’s Guaranty.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer, as applicable, record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or an electronic transmission of a .pdf copy thereof shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the

Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

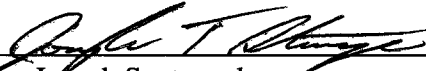
SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Intercreditor Agreement. Notwithstanding any other provision contained herein, this IP Security Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Intercreditor Agreement and, to the extent provided therein, the Senior Exit Security Documents (as such term is defined in the Intercreditor Agreement). In the event of any conflict or inconsistency between the provisions of this IP Security Agreement and the Intercreditor Agreement that relates solely to the rights or obligations of, or relationship between, the Senior Exit Secured Parties and the First Lien Secured Parties (as each such term is defined in the Intercreditor Agreement), the provisions of the Intercreditor Agreement shall control.

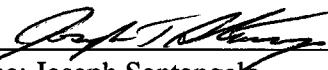
[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


TRANSTAR INDUSTRIES, INC.

By: 
Name: Joseph Santangelo
Title: Treasurer, Executive Vice President and
Chief Financial Officer

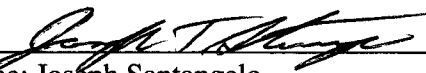
TRANSTAR AUTOBODY TECHNOLOGIES,
INC.

By: 
Name: Joseph Santangelo
Title: Treasurer, Executive Vice President and
Chief Financial Officer


AXIOM AUTOMOTIVE TECHNOLOGIES,
INC.

By: 
Name: Joseph Santangelo
Title: Treasurer, Executive Vice President and
Chief Financial Officer

ETX TRANSMISSIONS, INC.

By: 
Name: Joseph Santangelo
Title: Treasurer, Executive Vice President and
Chief Financial Officer

ALMA PRODUCTS I, INC.


By: 
Name: Joseph Santangelo
Title: Treasurer, Executive Vice President and
Chief Financial Officer

SIGNATURE PAGE

SENIOR INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 006340 FRAME: 0303

ATCO PRODUCTS, INC.

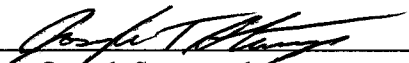
By: 
Name: Joseph Santangelo
Title: Treasurer, Executive Vice President and
Chief Financial Officer

SIGNATURE PAGE

SENIOR INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 006340 FRAME: 0304

DACCO, INCORPORATED

By: 
Name: Joseph Santangelo
Title: Treasurer, Executive Vice President and
Chief Financial Officer

SIGNATURE PAGE

SENIOR INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 006340 FRAME: 0305

Schedule A

PATENTS

Patents

Registered Owner	Type	Registration Number	Registration Date
TRANSTAR AUTOBODY TECHNOLOGIES, INC.	WATER-BORNE FLEXIBLE PARTS PRIMER	5548016	08/20/96
Axiom Automotive Technologies, Inc.	Automatic Transmission and Gear Train	7195578	3/27/2007
Axiom Automotive Technologies, Inc.	Automatic Transmission and Gear Train	7527577	05/05/09
Axiom Automotive Technologies, Inc.	Distributorless Ignition Kit and Method of Retrofitting the Distributorless Ignition Kit to an Engine	---	---
Axiom Automotive Technologies, Inc.	Improved Automatic Transmission and Gear Train	---	---
Axiom Automotive Technologies, Inc.	Improved Automatic Transmission and Gear Train	272283	11/30/2009
Axiom Automotive Technologies, Inc.	Improved Automatic Transmission and Gear Train	---	---
Axiom Automotive Technologies, Inc.	Improved Automatic Transmission and Gear Train	---	---
Atco Products, Inc.	PORTABLE SLIM-LINE HOSE FITTING CRIMPER	5257525	11/02/1993

<u>Registered Owner</u>	<u>Type</u>	<u>Registration Number</u>	<u>Registration Date</u>
Atco Products, Inc.	DISPOSABLE CLAMP LOCATOR FOR AIR CONDITIONING HOSE ASSEMBLIES	7090255	8/15/2006

Patent Applications

<u>Registered Owner</u>	<u>Type</u>	<u>Application Number</u>	<u>Application Date</u>
Alma Products I, Inc.	COMPRESSOR SEAL	13/150367	06/01/2011

Schedule B

TRADEMARKS

Trademarks

Registered Owner	Mark	Registration Number	Registration Date
TRANSTAR AUTOBODY TECHNOLOGIES, INC.	BODY-TEC	1931852	10/31/95
TRANSTAR AUTOBODY TECHNOLOGIES, INC.	BOND-TEC	1640116	04/09/91
TRANSTAR AUTOBODY TECHNOLOGIES, INC.	EURO CLASSIC	3025477	12/13/05
TRANSTAR AUTOBODY TECHNOLOGIES, INC.	EURO KWIK	3025476	12/13/05
TRANSTAR AUTOBODY TECHNOLOGIES, INC.	EURO ULTRAV	3379320	02/05/08
TRANSTAR AUTOBODY TECHNOLOGIES, INC.	FINISH TEC	1917076	09/05/95
TRANSTAR AUTOBODY TECHNOLOGIES, INC.	HYDROBASE	1884484	03/21/95
TRANSTAR AUTOBODY TECHNOLOGIES, INC.	HYDROFLEX	1890743	04/25/95
TRANSTAR AUTOBODY TECHNOLOGIES, INC.	TRUE FINISH	3147099	09/26/06
TRANSTAR AUTOBODY	ULTRA FLEX	1997058	08/27/96

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
TECHNOLOGIES, INC.			
TRANSTAR INDUSTRIES, INC.	ENGINE WORKS	2878683	08/31/04
TRANSTAR INDUSTRIES, INC.	TRANSTAR	4888062	01/19/16
TRANSTAR INDUSTRIES, INC.	ENGINE WORKS & DESIGN	2800078	12/30/03
TRANSTAR INDUSTRIES, INC.	ENGINE WORKS	28000046	12/30/03
TRANSTAR INDUSTRIES, INC.	NICKELS	2410617	12/05/00
TRANSTAR INDUSTRIES, INC.	NICKELS PERFORMANCE	2790997	12/09/03
TRANSTAR INDUSTRIES, INC.	TRANSTAR	1878571	02/14/95
TRANSTAR INDUSTRIES, INC.	FINISH TEC	677843	1/31/97
TRANSTAR INDUSTRIES, INC.	TRANSTAR	1408939	02/15/11
TRANSTAR INDUSTRIES, INC.	TRANSTAR	17603	06/08/94
TRANSTAR INDUSTRIES, INC.	TRANSTAR	542568	10/08/93
TRANSTAR INDUSTRIES, INC.	TRANSTAR	TMA523143	02/15/00

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
TRANSTAR AUTOBODY TECHNOLOGIES, INC.	EURO CLASSIC	TMA651015	10/20/05
TRANSTAR AUTOBODY TECHNOLOGIES, INC.	EURO KWIK	TMA651008	10/20/05
TRANSTAR INDUSTRIES, INC.	TRANSTAR	640.450	08/28/02
TRANSTAR INDUSTRIES, INC.	TRANSTAR	1802134	07/07/02
TRANSTAR INDUSTRIES, INC.	TRANSTAR	285022	06/28/04
TRANSTAR INDUSTRIES, INC.	TRANSTAR	000808675	04/28/98
TRANSTAR INDUSTRIES, INC.	TRANSTAR	03919/1995	10/20/00
TRANSTAR INDUSTRIES, INC.	TRANSTAR	956106	09/14/97
TRANSTAR INDUSTRIES, INC.	TRANSTAR	488857	10/12/00
TRANSTAR INDUSTRIES, INC.	TRANSTAR	131308	10/10/96
TRANSTAR INDUSTRIES, INC.	TRANSTAR	4607733	09/27/02
TRANSTAR INDUSTRIES, INC.	TRANSTAR	301319	11/02/94
TRANSTAR INDUSTRIES, INC.	TRANSTAR	34081	04/05/98

Schedule B-3

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
INC.			
TRANSTAR INDUSTRIES, INC.	TRANSTAR	62309	01/11/94
TRANSTAR INDUSTRIES, INC.	TRANSTAR	915960	1/23/2006
TRANSTAR INDUSTRIES, INC.	TRANSTAR	00013875	10/22/2008
TRANSTAR INDUSTRIES, INC.	TRANSTAR	201.606	02/17/00
TRANSTAR INDUSTRIES, INC.	TRANSTAR	61417	02/28/00
TRANSTAR INDUSTRIES, INC.	TRANSTAR	4-199-05612	02/26/07
TRANSTAR INDUSTRIES, INC.	TRANSTAR	202600	10/28/99
TRANSTAR INDUSTRIES, INC.	TRANSTAR	320/36	09/19/94
TRANSTAR INDUSTRIES, INC.	TRANSTAR	T93/07895F	10/09/93
TRANSTAR INDUSTRIES, INC.	TRANSTAR	93/9060	10/08/93
TRANSTAR INDUSTRIES, INC.	TRANSTAR	416404	04/27/95
TRANSTAR INDUSTRIES, INC.	TRANSTAR & DESIGN	970775	11/16/01

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
TRANSTAR INDUSTRIES, INC.	TRANSTAR	KOR139434	09/04/00
TRANSTAR INDUSTRIES, INC.	TRANSTAR	30130	11/12/99
TRANSTAR INDUSTRIES, INC.	TRANSTAR	19387	06/28/1994
TRANSTAR INDUSTRIES, INC.	TRANSTAR	1550117	10/08/00
TRANSTAR INDUSTRIES, INC.	SMART-GUARD	10485195	04/07/2013
TRANSTAR INDUSTRIES, INC.	SMART-GUARD	1290011	06/11/2012
TRANSTAR INDUSTRIES, INC.	TRANSTAR	P185.562	02/09/96
Axiom Automotive Technologies, Inc.	ALL AUTOMATIC TRANSMISSION PARTS	2685157	2/11/2003
Axiom Automotive Technologies, Inc.	ALL TRANSMISSION PARTS	2685156	2/11/2003
Axiom Automotive Technologies, Inc.	800PS	3386291	2/19/2008
Axiom Automotive Technologies, Inc.	AXIOM	3294656	9/18/2007
Axiom Automotive Technologies, Inc.	AXIOM	3726782	12/15/2009
Axiom Automotive Technologies, Inc.	AXIOM	3197696	1/09/2007
Axiom Automotive	AXIOM	3213344	2/27/2007

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Technologies, Inc.			
Axiom Automotive Technologies, Inc.	AXIOM ESOURCE	3181997	12/05/2006
Axiom Automotive Technologies, Inc.	TRANS MART	1744938	1/05/1993
Axiom Automotive Technologies, Inc.	TRANS MART	3139694	9/05/2006
Axiom Automotive Technologies, Inc.	TRANSTAR ESOURCE	3558582	01/06/2009
Axiom Automotive Technologies, Inc.	AXIOM	7178	03/12/2005
Axiom Automotive Technologies, Inc.	AXIOM	2142273	02/14/2007
Axiom Automotive Technologies, Inc.	AXIOM	1035719	12/23/2004
Axiom Automotive Technologies, Inc.	AXIOM	TMA720346	8/6/2008
Axiom Automotive Technologies, Inc.	AXIOM	726705	6/02/2005
Axiom Automotive Technologies, Inc.	AXIOM	4433100	03/21/2008
Axiom Automotive Technologies, Inc.	AXIOM	4433099	03/21/2008
Axiom Automotive Technologies, Inc.	AXIOM	4433098	08/21/2007
Axiom Automotive Technologies, Inc.	AXIOM	4433097	08/21/2007
Axiom Automotive Technologies, Inc.	AXIOM	2384	07/15/2005
Axiom Automotive Technologies, Inc.	AXIOM	2383	07/15/2005

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Technologies, Inc.			
Axiom Automotive Technologies, Inc.	AXIOM	2382	07/15/2005
Axiom Automotive Technologies, Inc.	AXIOM	2381	07/15/2005
Axiom Automotive Technologies, Inc.	AXIOM	4214573	3/15/2006
Axiom Automotive Technologies, Inc.	AXIOM	300342161	12/22/2004
Axiom Automotive Technologies, Inc.	AXIOM	IDM000090303	09/22/2006
Axiom Automotive Technologies, Inc.	AXIOM	IDM000090304	09/22/2006
Axiom Automotive Technologies, Inc.	AXIOM	IDM000090305	09/22/2006
Axiom Automotive Technologies, Inc.	AXIOM	IDM000090306	09/22/2006
Axiom Automotive Technologies, Inc.	AXIOM	177141	2/8/2006
Axiom Automotive Technologies, Inc.	AXIOM	177142	2/8/2006
Axiom Automotive Technologies, Inc.	AXIOM	177143	2/8/2006
Axiom Automotive Technologies, Inc.	AXIOM	40-669204	07/05/2006
Axiom Automotive Technologies, Inc.	AXIOM	0420230	06/25/2004
Axiom Automotive Technologies, Inc.	AXIOM	0420229	06/25/2004
Axiom Automotive Technologies, Inc.	AXIOM	04020231	03/03/2007

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Technologies, Inc.			
Axiom Automotive Technologies, Inc.	AXIOM	893,043	06/28/2005
Axiom Automotive Technologies, Inc.	AXIOM	889,027	06/28/2005
Axiom Automotive Technologies, Inc.	AXIOM	694,718	06/13/2008
Axiom Automotive Technologies, Inc.	AXIOM	912,582	1/3/2005
Axiom Automotive Technologies, Inc.	TRANS MART	61677	6/15/2004
Axiom Automotive Technologies, Inc.	AXIOM	854/67	07/26/2006
Axiom Automotive Technologies, Inc.	AXIOM	851/79	07/08/2006
Axiom Automotive Technologies, Inc.	AXIOM	851/80	07/08/2006
Axiom Automotive Technologies, Inc.	AXIOM	T0422599J	6/06/2006
Axiom Automotive Technologies, Inc.	AXIOM	T0422600H	8/17/2005
Axiom Automotive Technologies, Inc.	AXIOM	T0422602D	3/07/2006
Axiom Automotive Technologies, Inc.	AXIOM	533631	5/18/05
Axiom Automotive Technologies, Inc.	AXIOM	1257761	04/01/2007
Axiom Automotive Technologies, Inc.	AXIOM	KOR233579	1/16/2006
Axiom Automotive Technologies, Inc.	AXIOM	KOR236584	2/23/2006

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Technologies, Inc.			
Axiom Automotive Technologies, Inc.	AXIOM	200442736	12/23/2004
Axiom Automotive Technologies, Inc.	AXIOM	359204	10/21/2005
Alma Products I, Inc.	APCOAIR	2709199	04/22/03
Atco Products, Inc.	AIR-O-CRIMP (Stylized)	3068769	03/14/06
DACCO, Incorporated	PERFORMANCE PLUS	3210382	02/20/07
DACCO, Incorporated	TOROZILLA	3379368	02/05/08
DACCO, Incorporated	DACCO	1763304	04/06/93
ETX Transmissions, Inc.	A (and Design)	2117795	12/02/97
ETX Transmissions, Inc.	ACCURATE TRANSMISSIONS (and Design)	2103525	10/07/97

Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Application Number</u>	<u>Date Filed</u>
TRANSTAR INDUSTRIES, INC.	TRANSTAR ESOURCE	1388133	03/20/2008
TRANSTAR INDUSTRIES, INC.	TRANSTAR ESOURCE	922425	3/25/2008
Axiom Automotive Technologies, Inc.	AXIOM	1400703	06/23/2008
Axiom Automotive Technologies, Inc.	AXIOM	1327732	12/24/2004

<u>Registered Owner</u>	<u>Mark</u>	<u>Application Number</u>	<u>Date Filed</u>
Axiom Automotive Technologies, Inc.	AXIOM	0420228	12/22/2004

Schedule C

COPYRIGHTS

Copyrights

Registered Owner	Title	Registration Number	Registration Date
TRANSTAR INDUSTRIES, INC.	Nickels performance warehouse: Nickels Performance & Off Road Warehouse Catalog.	TX-3-015-481	02/22/91
TRANSTAR INDUSTRIES, INC.	Nickels performance warehouse: Nickels Performance & Off Road Warehouse Catalog.	TX-3-015-485	02/22/91
TRANSTAR INDUSTRIES, INC.	Nickels performance warehouse: Nickels Performance & Off Road Warehouse Catalog.	TX-3-015-486	02/22/91
TRANSTAR INDUSTRIES, INC.	Nickels performance warehouse: Nickels Performance & Off Road Warehouse Catalog.	TX-2-231-325	01/11/88
TRANSTAR INDUSTRIES, INC.	Nickels performance warehouse: Nickels Performance & Off Road Warehouse Catalog.	TX-2-246-090	02/12/88
TRANSTAR INDUSTRIES, INC.	Nickels performance	TX-2-266-925	03/04/88

<u>Registered Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
TRANSTAR INDUSTRIES, INC.	warehouse: Nickels Performance & Off Road Warehouse Catalog.		
TRANSTAR INDUSTRIES, INC.	Nickels performance warehouse: Nickels Performance & Off Road Warehouse Catalog.	TX-2-295-865	04/12/88
TRANSTAR INDUSTRIES, INC.	Nickels performance warehouse: Nickels Performance & Off Road Warehouse Catalog.	TX-2-407-500	07/12/88
TRANSTAR INDUSTRIES, INC.	Nickels performance warehouse: Nickels Performance & Off Road Warehouse Catalog.	TX-2-422-122	08/05/88
TRANSTAR INDUSTRIES, INC.	Nickels performance warehouse: Nickels Performance & Off Road Warehouse Catalog.	TX-2-471-713	09/20/88
TRANSTAR INDUSTRIES, INC.	Nickels performance warehouse: Nickels Performance & Off Road Warehouse Catalog.	TX-2-432-156	10/12/88
TRANSTAR INDUSTRIES, INC.	Nickels performance warehouse: Nickels Performance & Off Road Warehouse Catalog.	TX-2-434-905	11/14/88
TRANSTAR INDUSTRIES, INC.	Nickels performance warehouse: Nickels Performance & Off Road Warehouse Catalog.	TX2-456-496	12/05/88

Schedule C-2

<u>Registered Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
TRANSTAR INDUSTRIES, INC.	Warehouse Catalog. Nickels performance warehouse: Nickels Performance & Off Road Warehouse Catalog.	TX-2-474-206	01/09/89
TRANSTAR INDUSTRIES, INC.	Nickels Performance & Off-Road Warehouse Catalog.	TX-2-568-183	04/17/1989
TRANSTAR INDUSTRIES, INC.	Nickels Performance & Off-Road Warehouse Catalog.	TX-2-550-082	04/20/1989
TRANSTAR INDUSTRIES, INC.	Nickels Performance & Off-Road Warehouse Catalog.	TX-2-534-646	04/17/1989
TRANSTAR INDUSTRIES, INC.	Nickels Performance & Off-Road Warehouse Catalog.	TX-2-561-900	04/30/1989
TRANSTAR INDUSTRIES, INC.	Nickels Performance & Off-Road Warehouse Catalog.	TX-2-592-484	06/20/1989
TRANSTAR INDUSTRIES, INC.	Nickels Performance & Off-Road Warehouse Catalog.	TX-2-626-179	08/23/1989
TRANSTAR INDUSTRIES, INC.	Nickels Performance & Off-Road Warehouse Catalog.	TX-2-614-408	08/08/1989
TRANSTAR INDUSTRIES, INC.	Nickels Performance & Off-Road Warehouse Catalog.	TX-2-632-964	09/11/1989
TRANSTAR INDUSTRIES, INC.	Nickels Performance & Off-Road Warehouse Catalog.	TX-2-657-248	10/10/1989
TRANSTAR INDUSTRIES, INC.	Nickels Performance & Off-Road Warehouse Catalog.	TX-2-689-511	11/15/1989
TRANSTAR INDUSTRIES, INC.	Nickels Performance & Off-Road Warehouse Catalog.	TX-2-700-729	12/08/1989

Schedule C-3

<u>Registered Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
INC.	Road Warehouse Catalog.		
TRANSTAR INDUSTRIES, INC.	Nickels Performance & Off-Road Warehouse Catalog.	TX-2-734-084	01/16/1990
TRANSTAR INDUSTRIES, INC.	Nickels Performance & Off-Road Warehouse Catalog.	TX-2-760-596	02/26/1990
TRANSTAR INDUSTRIES, INC.	Nickels Performance & Off-Road Warehouse Catalog.	TX-2-770-082	03/19/1990
TRANSTAR INDUSTRIES, INC.	Nickels Performance & Off-Road Warehouse Catalog.	TX-2-803-119	03/31/1990
TRANSTAR INDUSTRIES, INC.	Nickels Performance Warehouse Catalog.	TX-2-859-046	06/13/1990
TRANSTAR INDUSTRIES, INC.	Nickels Performance Warehouse Catalog.	TX-2-859-085	07/11/1990
TRANSTAR INDUSTRIES, INC.	Nickels Performance Warehouse Catalog.	TX-2-911-088	08/14/1990
TRANSTAR INDUSTRIES, INC.	Nickels Performance Warehouse Catalog.	TX-2-929-212	08/31/1990
TRANSTAR INDUSTRIES, INC.	Nickels Performance Warehouse Catalog.	TX-2-932-554	10/23/1990
TRANSTAR INDUSTRIES, INC.	Nickels Performance Warehouse Catalog.	TX-2-935-278	10/31/1990
TRANSTAR INDUSTRIES, INC.	Replacement parts for automotive transmissions, 2000	TX-5-371-161	04/13/01
TRANSTAR INDUSTRIES, INC.	Replacement parts for automotive transmissions 1999	TX-5-086-596	11/04/99

<u>Registered Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
TRANSTAR INDUSTRIES, INC.	Replacement parts for Allison Transmissions	TX-5-003-329	07/26/99
TRANSTAR INDUSTRIES, INC.	Replacement parts for automotive transmissions, 1997	TX-4-630-173	08/19/97
TRANSTAR INDUSTRIES, INC.	Transtar Industries, Inc.: Automatic transmission parts	TX 4-384-166	10/02/96
TRANSTAR INDUSTRIES, INC.	Transtar training manual	TX-4-153-615	12/14/95
TRANSTAR INDUSTRIES, INC.	Replacement parts for automotive transmissions, 1995	TX-4-071-336	07/25/95
TRANSTAR INDUSTRIES, INC.	Automatic transmission thimble type screens/filters for General Motors, Ford, Chrysler	TX-4-043-794	02/23/95
TRANSTAR INDUSTRIES, INC.	Heavy duty HI performance universal joints	TX-3-933-405	02/23/94
TRANSTAR INDUSTRIES, INC.	Automatic transmission filter kits : for imported and domestic cars	TX-3-648-499	09/29/93
TRANSTAR INDUSTRIES, INC.	Truckcraft parts catalog Allison	TX-3-596-089	07/09/93
TRANSTAR INDUSTRIES, INC.	Replacement parts for automotive transmissions, 1993	TX-3-484-743	03/01/93
TRANSTAR INDUSTRIES, INC.	Supplemental mount listings	TX-3-427-677	11/05/92
TRANSTAR INDUSTRIES, INC.	Replacement parts for Allison automatic transmissions	TX 3-349-622	07/22/92

<u>Registered Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
TRANSTAR INDUSTRIES, INC.	Replacement parts for automotive transmissions	TX-3-051-602	03/15/91
TRANSTAR INDUSTRIES, INC.	RAP automatic transmission replacement parts : catalog no. RAP-1	TX-3-044-645	03/14/91
TRANSTAR INDUSTRIES, INC.	Replacement parts for Allison transmissions	TX-2-883-465	07/16/90
TRANSTAR INDUSTRIES, INC.	Replacement parts for Allison transmissions	TX 2-463-680	11/07/88
TRANSTAR INDUSTRIES, INC.	Automatic transmission replacement parts : catalog no. ATQ-89	TX-2-675-005	11/04/88
TRANSTAR INDUSTRIES, INC.	Lube-Tech automatic transmission filter kits	TX-2-525-710	09/29/88
TRANSTAR INDUSTRIES, INC.	Automatic transmission parts : catalog no. ATP-88/89	TX-2-496-003	11/04/88
TRANSTAR INDUSTRIES, INC.	Replacement parts for automatic 88/89 transmissions : catalog no. AT89	TX-2-496-002	11/04/88
TRANSTAR INDUSTRIES, INC.	Automatic transmission filter kits	TX-2-524-690	09/29/88
TRANSTAR INDUSTRIES, INC.	Automatic transmission filter kits	TX-2-524-689	09/29/88
TRANSTAR INDUSTRIES, INC.	Automatic transmission parts : 1988 catalog AT-88M	TX-2-289-062	04/07/88

<u>Registered Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
TRANSTAR INDUSTRIES, INC.	Transtar employee handbook	TX-2-194-196	11/19/87
TRANSTAR INDUSTRIES, INC.	Standard (manual shift) clutch, transmission, transfer case replacement parts	TX 2-120-702	07/17/87
TRANSTAR INDUSTRIES, INC.	Transtar Industries, Inc.: Automatic transmission parts	TX 1-990-248	02/05/87
TRANSTAR INDUSTRIES, INC.	Standard (manual shift) clutch, transmission, transfer case replacement parts	TX 1-928-567	10/10/86
TRANSTAR INDUSTRIES, INC.	Replacement parts for Allison transmissions	TX 1-823-897	06/09/86
TRANSTAR INDUSTRIES, INC.	Transtar Industries, Inc.: Automatic transmission parts	TX 1-769-357	03/06/86
TRANSTAR INDUSTRIES, INC.	Transtar Industries, Inc., automatic transmission filter kits charts.	TX-1-553-888	04/04/85
TRANSTAR INDUSTRIES, INC.	Transtar Industries, Inc.: Automatic transmission parts	TX 1-441-704	10/09/84
TRANSTAR INDUSTRIES, INC.	Transtar Industries, Inc.: Magnum automotive replacement parts, automatic transmission parts	TX 1-324-650	04/23/84
TRANSTAR INDUSTRIES, INC.	Transtar Industries, Inc.: Automatic transmission parts for General Motors, Ford, Chrysler & A M C, European,	TX 1-315-899	03/29/84

Schedule C-7

<u>Registered Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
	Japanese passenger cars & light trucks.		
TRANSTAR INDUSTRIES, INC.	Transtar Industries, Inc.: Flywheel assemblies for passenger cars & light trucks	TX 1-234-338	11/25/83
TRANSTAR INDUSTRIES, INC.	Transtar Industries, Inc.: Replacement parts for Allison transmissions : AT 540 series, MT 600 series, HT 700 series	TX 1-198-285	09/29/83
TRANSTAR INDUSTRIES, INC.	Automatic transmission replacement parts	TX 997-115	04/20/82
TRANSTAR INDUSTRIES, INC.	Automatic transmission replacement parts	TX 448-733	12/07/79
TRANSTAR INDUSTRIES, INC.	Automatic transmission replacement parts : catalog no. AT89	TX-2-624-532	11/04/88
TRANSTAR INDUSTRIES, INC.	Vehicle Parts Packaging	VA-1-944-315	01/06/15
TRANSTAR INDUSTRIES, INC.	2012 torque converter catalog	TX-7-617-733	10/29/12
ATC Distribution Group, Inc. (n/k/a Axiom Automotive Technologies, Inc.)	Photographic collection of transmission parts identification binder	VAu-644-275	3/14/2005
ATC Distribution Group, Inc. (n/k/a Axiom Automotive Technologies, Inc.)	Photographic series of transmission parts identification binder	VA-1-292-130	3/14/2005
Axiom Automotive Technologies, Inc.	Axiom Automotive Technologies automatic	TX-6-191-102	04/27/2005

Schedule C-8

<u>Registered Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
ATC Distribution Group, Inc. (n/k/a Axiom Automotive Technologies, Inc.)	transmission parts catalog		
ATC Distribution Group, Inc. (n/k/a Axiom Automotive Technologies, Inc.)	ATCDG 280PS test protocol	TXu-1-183-925	6/25/2004
ATC Distribution Group, Inc. (n/k/a Axiom Automotive Technologies, Inc.)	Transmission parts catalog	TX- 5-403-356	6/15/2001
ATC Distribution Group, Inc. (n/k/a Axiom Automotive Technologies, Inc.)	Automatic transmission components catalog	TX-5-406-121	6/29/2001
ATC Distribution Group, Inc. (n/k/a Axiom Automotive Technologies, Inc.)	Transmission components catalog	TX-5-406-120	6/28/2001
ATC Distribution Group, Inc. (n/k/a Axiom Automotive Technologies, Inc.)	Transmission parts catalog	TX-5-420-229	6/28/2001
ATC Distribution Group, Inc. (n/k/a Axiom Automotive Technologies, Inc.)	Number system	TX-5-328-233	6/26/2001
ATC Distribution Group, Inc. (n/k/a Axiom Automotive Technologies, Inc.)	Transmission components catalog	TX-5-328-232	6/26/2001
ATC Distribution Group, Inc. (n/k/a Axiom Automotive Technologies, Inc.)	Automatic transmission parts catalog	TX-5-067-041	6/05/2000
DACCO, Inc.	Dacco, Inc., converters	TX-499-708	06/12/80
DACCO, Inc.	T P W mini-catalog	TX-936-062	07/07/82
DACCO, Incorporated	Converters, 1992	TX-3-292-741	03/30/92
DACCO, Inc.	Dacco, Inc. performance plus: torque converters	TX-3-426-355	09/25/92
DACCO, Inc.	CV axle shafts, 1995	TX-4-031-733	05/02/95

Schedule C-9

<u>Registered Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
DACCO, Inc.	DACCO, Inc. CV axle shafts, 1996: catalog	TX-4-173-747	06/10/96
DACCO, Inc.	Dacco, Inc. converters: foreign car application supplement [sic] Serial	TX 596-748	12/12/80
DACCO, Inc.	Dacco, Inc. converters: [catalog] Serial	TX 1-366-496	05/07/84
DACCO, Inc.	Converter supplement/Dacco, Inc. Serial	TX 794-997	11/02/81

Copyright Applications

None.