TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493082

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignee name which should be corrected from Matrix Associates to Matrix Associates, Inc. previously recorded on Reel 003756 Frame 0147. Assignor(s) hereby confirms the Secured Party Bill of Sale.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
National City Bank		01/04/2008	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Matrix Associates, Inc.
Street Address:	219 West Village Boulevard
City:	Laredo
State/Country:	TEXAS
Postal Code:	78041
Entity Type:	Corporation: TEXAS

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1481388	MAG-PLUS
Registration Number:	1512343	KEM

CORRESPONDENCE DATA

Fax Number: 6027343750

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: 602-262-5311
Email: PTO@LRRC.COM
Correspondent Name: Jennifer Van Kirk
Address Line 1: Lewis Roca Rothgerber Christie LLP
Address Line 2: 201 East Washington Street, Suite 1200
Address Line 4: Phoenix, ARIZONA 85004

NAME OF SUBMITTER:	Jennifer A. Van Kirk
SIGNATURE:	/JENNIFER A. VAN KIRK/
DATE SIGNED:	10/08/2018

Total Attachments: 6
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TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Secured Party Bill of Sale

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
National City Bank		01/04/2008	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Matrix Associates
Street Address:	1102 Scott Street
City:	Laredo
State/Country:	TEXAS
Postal Code:	78040
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1481388	MAG-PLUS
Registration Number:	1512343	KEM
Registration Number:	1801932	PERFECT VALUE
Registration Number:	3255184	KEMPARTS
Serial Number:	77159938	SILVER SHIELD

CH $140.00 1481388

CORRESPONDENCE DATA

Fax Number: (602)734-3750
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 602.262.5311
Email: Trademarks@lrlaw.com
Correspondent Name: Christy L.E. Hubbard, c/o Lewis and Roca
Address Line 1: 40 North Central Avenue, Suite 1900
Address Line 4: Phoenix, ARIZONA 85004

ATTORNEY DOCKET NUMBER:	48768-1

NAME OF SUBMITTER:	Christy L.E. Hubbard
Signature:	/CHRISTY L.E. HUBBARD/
Date:	04/09/2008

Total Attachments: 4
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INC.

SECURED PARTY BILL OF SALE

National City Bank, a national banking association, as secured party ("Secured Party") and MATRIX ASSOCIATES, a United States corporation ("Buyer"), agree to this Secured Party Bill of Sale ("Bill of Sale") on January 4, 2008.

RECITALS

A. Secured Party loaned and/or advanced money on a secured basis to KEM Parts, LLC ("Borrower") under various notes and other loan and security documents, mortgages, assignments, pledges and forbearance agreements (each as amended and restated from time-to-time and collectively, "Loan Documents"). Borrower defaulted on its obligations under the Loan Documents.

B. Under an Agreement for Voluntary Surrender of Possession of Assets dated October 23, 2007, Borrower surrendered substantially all of Borrower's tangible assets to Secured Party.

C. Secured Party obtained a Uniform Commercial Code (as enacted in the State of Michigan ("UCC") search from the Nevada (Borrower's state of incorporation) Secretary of State and sent a ten day Notice of Disposition of Collateral to: (i) Borrower, and (ii) all guarantors of Borrower's obligations to Secured Party.

D. Buyer desires to buy all of Borrower's right, title and interest in and to certain personal property owned by and, with respect to tangible and intangible property, in possession of Secured Party located at 18 - 35 River Road, Fair Lawn, New Jersey 07410 ("Premises"). Secured Party has agreed to a sale of Borrower's right, title and interest in certain personal property in accordance with this Agreement.

TERMS AND CONDITIONS

In consideration of the payment of [redacted] ("Purchase Price") and the agreement of Buyer to remove certain personal property described on the attached ***Exhibit A*** (collectively, "Purchased Assets") from the Premises at Buyer's sole expense, [redacted] Secured Party sells, transfers and assigns to Buyer all of the right, title and interest of Borrower in and to the Purchased Assets.

[redacted]

This sale by Secured Party to Buyer is under § 9-610 and § 9-617 of the UCC. **SECURED PARTY MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED. SECURED PARTY EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ON DISPOSITION.**

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Buyer affirms that it has examined the Purchased Assets to its full satisfaction. [redacted]

CONSULTATION WITH COUNSEL. THE PARTIES ACKNOWLEDGE THAT THEY HAVE BEEN GIVEN THE OPPORTUNITY TO CONSULT WITH COUNSEL BEFORE EXECUTING THIS BILL OF SALE AND ARE EXECUTING IT WITHOUT DURESS OR COERCION AND WITHOUT RELIANCE ON ANY REPRESENTATIONS, WARRANTIES OR COMMITMENTS OTHER THAN THOSE REPRESENTATIONS, WARRANTIES AND COMMITMENTS SET FORTH ABOVE.

WAIVER OF JURY TRIAL. THE PARTIES ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT THAT THIS RIGHT MAY BE WAIVED. THE PARTIES EACH HEREBY KNOWINGLY, VOLUNTARILY AND WITHOUT COERCION, WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ALL DISPUTES ARISING OUT OF OR IN RELATION TO THIS BILL OF SALE AND THE SALE OF THE PURCHASED ASSETS. NO PARTY SHALL BE DEEMED TO HAVE RELINQUISHED THE BENEFIT OF THIS WAIVER OF JURY TRIAL UNLESS SUCH RELINQUISHMENT IS IN A WRITTEN INSTRUMENT SIGNED BY THE PARTY TO WHICH SUCH RELINQUISHMENT WILL BE CHARGED.

NATIONAL CITY BANK

By: _____

Its: Vice President

Date: January 8, 2008

ACCEPTED BY BUYER:

MATRIX ASSOCIATES

By: _____

Its: Treasurer

Date: January 4, 2008

Patricia Young

PATRICIA YOUNG
NOTARY PUBLIC OF NE
COMMISSION EXPIRES JAN 1 2011

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EXHIBIT A
(Purchased Assets)

[redacted]

[redacted]

3 [redacted]

[redacted]

[redacted]

6. All USA and international legal rights to the trademarks: Kemparts, Kem, Mag-plus, Silvershield, Kem Perfect Value that are owned by Borrower and subject to Secured Party's lien.

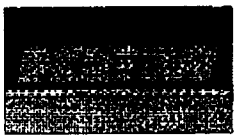
7. All rights to the domain name and website address currently available to Kem also the rights to activant solutions electronic catalog and source files related to Kem, Kemparts, mag-plus, silvershield, Kem perfect value.

[redacted]

[redacted]

TRADEMARK
REEL: 003756 FRAME: 0151

EXHIBIT A

Mark	Serial/Registration No.
KEMPARTS	3255184
SILVER SHIELD	77/159938
PERFECT VALUE	1801932
 The drawing is lined for the colors gold and silver and color is claimed.	1512343
MAG PLUS The lining in the drawing indicates the color yellow	1481388