

10-17-2002



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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Y 10-17-02

Tab settings → → →

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

iAutoparts.com, Inc.

10-17-02

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State (NY)
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: October 1, 2001

2. Name and address of receiving party(ies):

Name: **Cooperative Computing, Inc.**

Internal Address: _____

Street Address: 804 Las Cimas Parkway, Suite 200

City: Austin State: TX ZIP: 78746

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

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)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,303,068 and 2,329,082

Additional numbers attached? Yes No

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

Name: Robyn Rahbar, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: _____

2

7. Total fee (37 CFR 3.41): \$65.00

- Enclosed
- Authorized to be charged to credit card

8. Deposit account number: _____

10/17/2002 DBYRME 00000157 2303068

DO NOT USE THIS SPACE

01 FC-A521
02 FC-18522

40.00 OP
25.00 OP

Robyn Rahbar, Esq.
Name of Person Signing

Robyn Rahbar
Signature

10/15/02
Date

Total number of pages including cover sheet, attachments, and documents: 4

Addendum to Web Site Hosting and License Agreement

This Addendum to the Agreement effective July 6, 1999 ("Agreement") is entered into by and between Cooperative Computing, Inc. a Delaware Corporation ("CCI") and iAutoparts.com, Inc. ("Customer") and is made effective as of the 1st day of October, 2001 ("Effective Date").

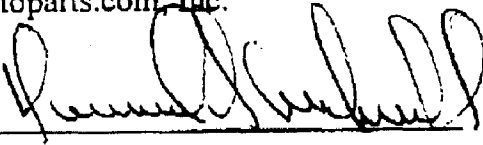
CCI and Customer hereby amend the Agreement as follows:

1. CCI and Customer hereby agree that the Agreement will terminate as of October 1, 2001.
2. CCI and Customer agree that upon execution of this Addendum, both parties will comply with their respective obligations described in Section 15.5 (*Effect of Termination*) of the Agreement.
3. CCI and Customer hereby agree that notwithstanding anything to the contrary in the Agreement, in addition to the intellectual property rights granted to CCI upon termination of the Agreement, CCI will also own, and to the extent required to effect the purposes of this paragraph, Customer hereby assigns to CCI, any and all other intellectual property rights in any way associated with the Web Site and the Development Services. Specifically, but without limiting the foregoing, Customer hereby assigns to CCI all interest in the trademarks listed on the attached Exhibit "A." Customer agrees to do all things reasonably required to effect such assignment, including but not limited to forwarding the trademark certificates related to such marks, along with an assignment of any interest in the marks, to CCI. Further, Customer agrees to do all things reasonably required and as may be requested from time to time by CCI in order to assist in attempting to transfer ownership and registration of the URL "iAutoparts.com" to CCI. Without limiting the generality of the foregoing, Customer agrees to complete all paperwork needed from Customer in order to transfer such URL and agrees that it will request that the administrative contact for such URL, Lansdale Computer, 500 First Federal Plaza, Rochester, NY 14614 ("Lansdale"), do all things reasonably necessary to effect the transfer of such URL to CCI. CCI acknowledges that Lansdale is a third party over whom Customer does not exercise control, and as such, Customer cannot represent and warrant that Lansdale will assign the URL to CCI. CCI agrees that, provided Customer notifies Lansdale of its transfer of the trademarks referenced above, and in good faith requests that Lansdale do all things necessary to transfer and assign the URL to CCI, Customer shall have no liability to CCI should Lansdale refuse or otherwise fail to make such transfer.
4. CCI hereby agrees that Customer shall have a revocable limited license to use the name iAutoparts, Inc. in connection with its continued operation as a wholly-owned subsidiary of Hahn Automotive Warehouse, Inc., provided that the business purposes of such corporation do not involve any activities which conflict with the purposes of this Addendum.

5. To the extent of any conflict between the Agreement and this Addendum, this Addendum shall control.

CUSTOMER:

iAutoparts.com, Inc.

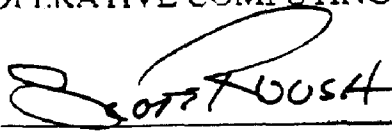
By: 

Name: Daniel R. McDonald

Title: Vice - President

CCI:

COOPERATIVE COMPUTING, INC.

By: 

Name: Scott Roush

Title: Vice President, Customer Service

Exhibit "A"

| <u>Trademark</u> | <u>Federal Registration Number</u> | <u>Registration Date</u> |
|---------------------------|------------------------------------|--------------------------|
| iAutoparts.com | 2,303,068 | 12/21/99 |
| iAutoparts.com and design | 2,329,082 | 3/14/00 |