

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Axiom Automotive Technologies, Inc.		04/30/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	KeyBank National Association, as agent
Street Address:	127 Public Square
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	1541067	SHIFT FIX
Registration Number:	2685157	ALL AUTOMATIC TRANSMISSION PARTS
Registration Number:	2685156	ALL TRANSMISSION PARTS
Registration Number:	1744939	TM
Serial Number:	76572659	280PS
Serial Number:	78594364	800PS
Registration Number:	3068752	AMBERSOL
Serial Number:	78441628	AXIOM
Serial Number:	78976373	AXIOM
Serial Number:	78977044	AXIOM
Registration Number:	3197696	AXIOM
Serial Number:	78880350	AXIOM
Registration Number:	3181997	AXIOM ESOURCE

OP \$440.00 1541067

Registration Number:	1600009	SENTINEL
Registration Number:	1744938	TRANS MART
Serial Number:	76593166	TRANS MART
Registration Number:	3139694	TRANS MART

CORRESPONDENCE DATA

Fax Number: (216)363-4588
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 216-363-4418
Email: trademark@bfca.com
Correspondent Name: Laura Beresh
Address Line 1: 200 Public Square
Address Line 2: 2300 BP Tower
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	29051-4
NAME OF SUBMITTER:	Laura Beresh
Signature:	/Laura Beresh/
Date:	06/07/2007

Total Attachments: 18

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EXECUTION COPY

CONTINGENT PATENT,
TRADEMARK AND LICENSE ASSIGNMENT

This Contingent Patent, Trademark and License Assignment (as the same may from time to time be amended, restated or otherwise modified, this "Assignment") is made by AXIOM AUTOMOTIVE TECHNOLOGIES, INC., a Delaware corporation ("Assignor"), in favor of KEYBANK NATIONAL ASSOCIATION in its capacity as administrative agent ("Agent") for the benefit of Lenders (as defined below) for the purposes of this Assignment, the Credit Agreement (as defined below) and the other Related Writings.

INTRODUCTION:

WHEREAS, A. Assignor, TRANSTAR INDUSTRIES, INC., an Ohio corporation and TRANSTAR AUTOBODY TECHNOLOGIES, INC., an Ohio corporation (together with their successors and assigns whether merger or otherwise, collectively, the "Borrowers"), Agent, and the lending institutions named in Schedule 1 of the Credit Agreement, hereinafter defined (collectively, "Lenders," and individually, "Lender"), are parties to an Amended and Restated Credit and Security Agreement dated as of even date herewith (as the same may be amended or amended and restated from time to time, the "Credit Agreement") and setting forth, among other things, the terms and conditions of Lenders' respective commitments (each such commitment, a "Subject Commitment"); and

B. It is a condition precedent to each extension of credit pursuant to the Credit Agreement and to any other extension of credit by Lenders or any of them to or for the account of Borrowers that, among other things, Assignor shall have executed and delivered this Assignment to Agent.

THEREFORE, in consideration of the premises, to induce Lenders to extend credit pursuant to the Credit Agreement, to induce each Lender to extend to or for the account of Borrowers such other credit as that Lender may from time to time deem advisable (all upon such terms and conditions as that Lender may from time to time deem advisable), in order to induce Agent to accept its appointment as "Agent" pursuant to the Credit Agreement, and in consideration of the foregoing and for other valuable considerations, Assignor hereby agrees, grants, represents, and warrants as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein have the meanings given to them in the Credit Agreement unless otherwise defined herein.

2. Assignment of Patents. To secure the complete and timely satisfaction of all of the Secured Debt, Assignor hereby grants, assigns and conveys to Agent all of the Assignor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule A, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and

(ii) license agreements with any other party which by their terms are assignable, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Licenses").

3. Security Interest in Trademarks and Goodwill. To secure the complete and timely satisfaction of all of the Secured Debt, Assignor hereby grants and conveys to Agent a lien and security interest in all of the Assignor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(i) trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule B, attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) the goodwill of Assignor's business including but not by way of limitation such goodwill connected with and symbolized by the Trademarks.

4. Restrictions on Future Assignments. Assignor agrees that until the Secured Debt shall have been satisfied in full and the Credit Agreement shall have been terminated, Assignor will not, without Agent's prior written consent, enter into any agreement relating to the Patents, Trademarks or Licenses (for example, a license agreement) and Assignor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Agent under this Assignment.

5. New Patents, Trademarks, and Licenses. Assignor represents and warrants that the Patents, Trademarks and Licenses listed on Schedules A, B and C, respectively, constitute all of the patents, service marks, trademarks, applications and licenses owned by Assignor on the Closing Date. If, before the Secured Debt shall have been satisfied in full, Assignor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names, service marks, service mark registrations, service names, or licenses, or (ii) become entitled to the benefit of any patent, service mark or trademark application, service mark, service mark registration, trademark, trademark registration, or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Assignment shall automatically apply thereto and Assignor shall give to Agent prompt written notice thereof. Assignor hereby authorizes Agent as attorney in fact to modify this Assignment by amending Schedules A, B and/or C, as applicable, to include any future patents, patent applications, service marks, service mark registrations, service mark applications, service names, trademarks, trademark registrations, trademark applications, trade names and licenses which are Patents, Trademarks or Licenses, as applicable, under Paragraphs 2 and 3 above or under this Paragraph 5, and to file or refile this Assignment with the United States Patent and Trademark Office.

6. Representations and Warranties. Assignor represents and warrants to and agrees with Agent that:

(i) The Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part as of the Closing Date;

(ii) Each of the Patents and Trademarks is valid and enforceable as of the Closing Date;

(iii) Assignor is the owner of the Patents and Trademarks and has the power and authority to make, and will continue to have authority to perform, this Assignment according to its terms;

(iv) This Assignment does not violate and is not in contravention of any other agreement to which Assignor is a party or any judgment or decree by which Assignor is bound and does not require any consent under any other agreement to which Assignor is a party or by which Assignor is bound. Assignor hereby authorizes the Commissioner of Patents and Trademarks to issue any and all Patents on said inventions and any and all certificates of registration on all Trademarks to Agent as assignee of Assignor's entire interest;

(v) There has been no prior sale, pledge, encumbrance, assignment or other transfer or disposition of any of the Patents, Trademarks or Licenses or any part thereof and the same are free from all liens, charges and encumbrances of any kind, including but not limited to licenses, shop rights and covenants not to sue third persons, other than Liens permitted pursuant to Section 5.9 of the Credit Agreement; and

(vi) The Licenses are valid and binding agreements enforceable according to their terms. Each of the Licenses is in full force and effect and has not been amended or abrogated and there is no default under any of the Licenses.

7. Royalties; Terms. Assignor hereby agrees that the use by Agent of all Patents, Trademarks and Licenses as described above shall be worldwide and without any liability for royalties or other related charges from Agent to the Assignor. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder, or (ii) the Secured Debt has been paid in full and the Credit Agreement has been terminated.

8. Grant of License to Assignor. Unless and until an Event of Default shall have occurred and is continuing, Agent hereby grants to Assignor a nontransferable right and license to use the Trademarks, to exercise Agent's rights under the Licenses, and to make, have made, use and sell the inventions disclosed and claimed in the Patents for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this Paragraph 8, without the prior written consent of Agent. From and after the occurrence of an Event of Default and during the continuance thereof, Assignor's license with respect to Patents, Trademarks and Licenses as set forth in this Paragraph 8 shall terminate forthwith, and Agent shall have, in addition to all other rights and remedies given it by this Assignment, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks or Licenses may be located, including, but not by way of limitation, the location of Agent's main office.

9. Reassignment to Assignor. Upon payment in full of the Secured Debt and termination of the Credit Agreement, Agent shall execute and deliver to Assignor all assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, Trademarks and Licenses, subject to any disposition thereof which may have been made by Agent pursuant hereto or pursuant to the Credit Agreement.

10. Duties of Assignor. Assignor shall have the duty to (i) prosecute diligently any patent application of the Patents made by it and any trademark or service mark application of the Trademarks made by it pending as of the date hereof or thereafter until the Secured Debt shall have been paid in full, (ii) make application on unpatented but patentable material inventions and on material trademarks and material service marks, as appropriate, and (iii) preserve and maintain all of its rights in patent applications and patents of the Patents and in trademark applications, trademarks, trademark registrations, service mark applications, service marks, and service mark registrations of the Trademarks. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor shall not abandon any right to file a Patent application or Trademark application, or any pending Patent application, Trademark application, Patent, or Trademark without the consent of Agent.

11. Financing Statements; Documents. At the request of Agent, Assignor will join with Agent in executing one or more financing statements pursuant to the applicable version of the Uniform Commercial Code in form satisfactory to Agent and will pay the costs of filing and/or recording this Assignment and all financing, continuation and termination statements in

all public offices where filing or recording is deemed necessary or desirable by Agent. Assignor will execute and deliver to Agent from time to time such supplemental assignments or other instruments, including, but not by way of limitation, additional assignments to be filed with the United States Patent and Trademark Office, as Agent may require for the purpose of confirming Agent's interest in the Patents, Trademarks and Licenses.

12. Agent's Right to Sue. Agent shall have the same rights, if any, as Assignor has, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses and the Patents and Trademarks, and any licenses thereunder, and, if Agent shall commence any such suit, Assignor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Assignor shall promptly, upon demand and as a part of the Secured Debt, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this Paragraph 12.

13. Waivers. No course of dealing between Assignor and Agent nor any failure to exercise nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

15. Modification. This Assignment cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 5 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Effect on Credit Agreement. All of Agent's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Agent under the Credit Agreement but rather is intended to facilitate the exercise of such rights and remedies.

17. Binding Effect; Benefits. This Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of Agent, its successors and assigns.

18. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and mailed or delivered to Assignor, addressed to Assignor at the address specified on the signature page of this Assignment, if to Agent or Lenders, mailed or delivered to them, addressed to the respective addresses of Agent and Lenders specified on the signature page of the Credit Agreement. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered or

forty-eight (48) hours after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt, except that notices from Assignor to Agent pursuant to any of the provisions hereof shall not be effective until received by Agent.

19. Governing Law. This Assignment has been delivered and accepted in Cleveland, Ohio, and shall be governed by and construed in accordance with the local laws of the State of New York, without regard to principles of conflicts of laws.

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Schedule A
Patents

Title	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date
Automatic Transmission and Gear Train	U.S.	11002639	12/03/2004	7195578	3/27/2007
Improved Automatic Transmission and Gear Train	U.S.	11002635	12/03/2004	---	---
Improved Automatic Transmission and Gear Train	Canada	CA2548253	12/03/2004	---	---
Improved Automatic Transmission and Gear Train	Canada	CA2552224	12/29/2004	---	---
Improved Automatic Transmission and Gear Train	Taiwan	94106509	3/04/2005	---	---
Improved Automatic Transmission and Gear Train	WIPO	PCTUS2004 040311	12/03/2004	---	---
Improved Automatic Transmission and Gear Train	WIPO	PCTUS2004 040310	12/03/2004	---	---
Thermally Stable, Friction, Wear and Degradation Reducing Composition, for Use in Highly Stressed Power Transmission Systems	U.S.	11024314	12/29/2004	---	---
Thermally Stable, Friction, Wear and Degradation Reducing Composition, for Use in Highly Stressed Power Transmission Systems	WIPO	PCTUS2004 043955	12/29/2004	---	---
Patent Pending	U.S.	10365259	2/12/2003	---	---
Patent Pending	U.S.	10480326	2/12/2003	---	---
Patent Pending	U.S.	11565304	11/30/2006	---	---
Patent Pending	U.S.	60873023	12/06/2006	---	---
Patent Pending (Mariner Supply, Inc. dba GO2Marine.Com)*	U.S.	10480326	7/13/2004	---	---
Patent Pending (Mariner Supply, Inc. dba GO2Marine.Com)*	U.S.	11471519	6/21/2006	---	---
Patent Pending (Mariner Supply, Inc. dba GO2Marine.Com)*	U.S.	11471644	6/21/2006	---	---
Patent Pending (Mariner Supply, Inc. dba GO2Marine.Com)*	U.S.	11471645	6/21/2006	---	---

Schedule B
Trademarks

ACEOMATIC-RECON LLC
(k/n/a Axiom Automotive Technologies, Inc.)
U.S. TRADEMARKS

Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
SHIFT FIX	73724550	4/25/1988	1541067	5/23/1989

ATC DISTRIBUTION GROUP, INC.
(k/n/a Axiom Automotive Technologies, Inc.)
U.S. TRADEMARKS

Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
ALL AUTOMATIC TRANSMISSION PARTS	75904724	1/28/2000	2685157	2/11/2003
ALL TRANSMISSION PARTS	75904206	1/27/2000	2685156	2/11/2003
TM	74236329	1/9/1992	1744939	1/5/1993

AXIOM AUTOMOTIVE TECHNOLOGIES, INC.
U.S. TRADEMARKS

Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
280PS	76572659	1/20/2004	----	----
800PS	78594364	3/24/2005	----	----
AMBERSOL	76572652	1/23/2004	3068752	3/14/2006
AXIOM	78441628	6/25/2004	----	----
AXIOM	78976373	6/25/2004	----	----
AXIOM	78977044	6/25/2004	----	----

AXIOM	78977669	6/25/2004	3197696	1/09/2007
AXIOM	78880350	5/10/2006	----	----
AXIOM ESOURCE	78720348	9/26/2005	3181997	12/05/2006
SENTINEL	73782458	2/23/1989	1600009	6/5/1990
TRANS MART	74234445	12/31/1991	1744938	1/05/1993
TRANS MART	76593166	5/20/2004	----	----
TRANS MART	76978206	5/20/2004	3139694	9/05/2006

**AXIOM AUTOMOTIVE TECHNOLOGIES, INC.
FOREIGN TRADEMARKS**

Mark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date
AXIOM	Afghanistan	13544	02/03/2005	7178	03/12/2005
AXIOM	Argentina	2562845	12/22/2004	N/A	N/A
AXIOM	Argentina	2562846	12/22/2004	N/A	N/A
AXIOM	Argentina	2562848	12/22/2004	N/A	N/A
AXIOM	Argentina	2562847	12/22/2004	N/A	N/A
AXIOM	Australia	N/A	N/A	1035719	12/23/2004
AXIOM	Australia	1105811	3/27/2006	----	----
AXIOM	Brazil	827027249	12/27/2004	N/A	N/A
AXIOM	Brazil	827027257	12/27/2004	N/A	N/A
AXIOM	Brazil	827027265	12/27/2004	N/A	N/A
AXIOM	Cambodia	2204705	12/24/2005	N/A	N/A

Mark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date
AXIOM	Cambodia	2204505	12/24/2005	N/A	N/A
AXIOM	Cambodia	2204405	12/24/2005	N/A	N/A
AXIOM	Cambodia	2204605	1/24/2005	N/A	N/A
AXIOM	Canada	1241750	12/22/2004	----	----
AXIOM	Chile	670703	12/24/2004	726705	6/02/2005
AXIOM	China	4433100	12/24/2004	N/A	N/A
AXIOM	China	4433099	12/24/2004	N/A	N/A
AXIOM	China	4433098	12/24/2004	N/A	N/A
AXIOM	China	4433097	12/24/2004	N/A	N/A
AXIOM	Ecuador	152216	12/23/2004	N/A	N/A
AXIOM	Ecuador	152215	12/23/2004	N/A	N/A
AXIOM	Ecuador	152214	12/23/2004	N/A	N/A
AXIOM	Ecuador	152213	12/23/2004	N/A	N/A
AXIOM	European Community	4214573	12/22/2004	4214573	3/15/2006
AXIOM	Hong Kong	300342161	12/22/2004	300342161	12/22/2004
AXIOM	India	1327732	12/24/2004	N/A	N/A
AXIOM	Indonesia	3769438117	12/23/2004	N/A	N/A
AXIOM	Indonesia	3769538118	12/23/2004	N/A	N/A
AXIOM	Indonesia	3769638119	12/23/2004	N/A	N/A
AXIOM	Indonesia	3769638120	12/23/2004	N/A	N/A
AXIOM	Israel	177141	12/23/2004	N/A	N/A

Mark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date
AXIOM	Israel	177142	12/23/2004	N/A	N/A
AXIOM	Israel	177143	12/23/2004	N/A	N/A
AXIOM	Israel	177144	12/23/2004	N/A	N/A
AXIOM	Japan	2004117164	12/22/2004	----	----
AXIOM	Republic of Korea	40200458069	12/24/2004	N/A	N/A
AXIOM	Laos	12350	1/25/2005	N/A	N/A
AXIOM	Laos	12351	1/25/2005	N/A	N/A
AXIOM	Laos	12352	1/25/2005	N/A	N/A
AXIOM	Laos	12353	1/25/2005	N/A	N/A
AXIOM	Malaysia	0420230	12/22/2004	N/A	N/A
AXIOM	Malaysia	0420229	12/22/2004	N/A	N/A
AXIOM	Malaysia	0420228	12/22/2004	N/A	N/A
AXIOM	Malaysia	0420231	12/22/2004	N/A	N/A
AXIOM	Mexico	694716	1/03/2005	N/A	N/A
AXIOM	Mexico	694717	1/03/2005	N/A	N/A
AXIOM	Mexico	694718	1/03/2005	N/A	N/A
AXIOM	Mexico	694715	1/03/2005	N/A	N/A
AXIOM	Pakistan	204222	12/24/2004	N/A	N/A
AXIOM	Pakistan	204223	12/24/2004	N/A	N/A
AXIOM	Pakistan	204225	12/24/2004	N/A	N/A
AXIOM	Russian Federation	2004729745	12/23/2004	N/A	N/A

Mark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date
AXIOM	Saudi Arabia	93975	12/25/2004	N/A	N/A
AXIOM	Saudi Arabia	93976	12/25/2004	N/A	N/A
AXIOM	Saudi Arabia	93977	12/25/2004	N/A	N/A
AXIOM	Singapore	T0422599J	12/23/2004	T0422599J	6/06/2006
AXIOM	Singapore	T042260H	12/23/2004	T042260H	8/17/2005
AXIOM	Singapore	T0422602D	12/23/2004	T0422602D	3/07/2006
AXIOM	South Africa	200423578	12/22/2004	N/A	N/A
AXIOM	South Africa	200423579	12/22/2004	N/A	N/A
AXIOM	South Africa	200423580	12/22/2004	N/A	N/A
AXIOM	South Africa	200423581	12/22/2004	N/A	N/A
AXIOM	Switzerland	588452004	12/22/2004	533631	5/18/05
AXIOM	Taiwan	096000001	12/23/2004	----	----
AXIOM	Taiwan	096000002	12/23/2004	----	----
AXIOM	Thailand	577264	12/27/2004	N/A	N/A
AXIOM	Thailand	577265	12/27/2004	N/A	N/A
AXIOM	Thailand	577266	12/27/2004	N/A	N/A
AXIOM	Thailand	577267	12/27/2004	N/A	N/A
AXIOM	Turkey	200442736	12/23/2004	N/A	N/A
AXIOM	Uruguay	359204	12/23/2004	N/A	N/A
AXIOM	Venezuela	2265404	12/23/2004	N/A	N/A
AXIOM	Venezuela	2265504	12/23/2004	N/A	N/A

Mark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date
AXIOM	Venezuela	2265604	12/23/2004	N/A	N/A
AXIOM	Vietnam	4200500682	0/18/2005	N/A	N/A

ACE DISTRIBUTION GROUP
(k/n/a Axiom Automotive Technologies, Inc.)
FOREIGN TRADEMARKS

Mark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date
TRANS MART	Puerto Rico	61660	6/15/2004	N/A	N/A
TRANS MART	Puerto Rico	61667	6/15/2004	N/A	N/A
TRANS MART	Puerto Rico	61665	6/15/2004	N/A	N/A
TRANS MART	Puerto Rico	61663	6/15/2004	N/A	N/A
TRANS MART	Puerto Rico	61662	6/15/2004	N/A	N/A
TRANS MART	Puerto Rico	61661	6/15/2004	N/A	N/A
TRANS MART	Puerto Rico	61677	6/15/2004	N/A	N/A

Schedule C
Licenses

Wholesale Distributor License Agreement, dated as of April 12, 2005, by and between Axiom Automotive Technologies, Inc. and CS Logistics, Inc.

License Agreement, by and between Axiom Automotive Technologies, Inc. and any Licensee who uses the Torque Converter Catalog.

License Agreement, dated as of June 16, 2005, by and between Mariner Supply, Inc. and Axiom Automotive Technologies, Inc. (Online Interactive Exploded View Diagram Ordering Tool).

Axiom Automotive Technologies Website Terms and Conditions of Use.

Agreement, dated as of September 6, 2000, by and between ATC Distribution Group, Inc. (n/k/a Axiom Automotive Technologies, Inc.) and Touchtone Corporation (Questview).

License Agreement for Software and Related Documentation (Master Agreement No. 970731-133-VW), dated as of August 8, 2000, by and between Varsity Logistics, Inc. and Aftermarket Technology Corporation Distribution Group, Inc. (n/k/a Axiom Automotive Technologies, Inc.), and Supplements thereto (Varsity Software).

Software License Agreement, dated as of July 13, 2006, by and between Prodata Computer and Axiom Automotive Technologies, Inc. (Prodata).

Software License Agreement, dated as of February 3, 1998, by and between ATC Distribution Group, Inc. (n/k/a Axiom Automotive Technologies, Inc.) and Vertex, Inc. (SalesTax™ Compliance System, Quantum™ for Sales and Use Tax Returns).

Symantec Subscription, dated as of January 30, 2006, by and between Axiom Automotive Technologies, Inc. and Symantec Corporation (Symantec Mail Security 8200 Series Antispam Subscription + Gold Maintenance 1 Year Value Band E).

Agreement, dated as of January 22, 2006, by and between Axiom Automotive Technologies, Inc. and Comware (Sidewinder G2 Security Appliance Model 1100 C, SecureSupport Premium Direct and Sidewinder G2 Security Reporter 1-5 Firewalls).

Solution Purchase Agreement, dated as of November 8, 2001, by and between Acom Solutions, Inc. and ATC Distribution Group, Inc. (n/k/a Axiom Automotive Technologies, Inc.) (Forms License, Fax & Email Interface, PC Design Tool Site License, Overlay Design & Spoolfile Mapping).

VeriSign Payment Services Merchant Agreement, dated as of November 12, 2004, by and between VeriSign, Inc. and Axiom Automotive Technologies, Inc. (VeriSign's Payflow Link® or Payflow Pro® services).

Software Agreement, dated as of November 4, 2004, by and between Computer Discoveries, Inc. and Axiom Automotive Technologies, Inc. (ERP2Web version 4.0).

License Program® Certificate, dated as of April 8, 2005, by Computer Associates International, Inc. and Axiom Automotive Technologies, Inc. (eTrust Antivirus r8 in English, French, Italian, German, Spanish and Japanese).

Software License Agreement, dated as of May 2001, by and between PentaSafe Security Technologies, Inc. and ATC Distribution Group, Inc. (n/k/a Axiom Automotive Technologies, Inc.).

Software Agreement, dated as of March 13, 2000, by and between PentaSafe Security Technologies, Inc. and ATC Distribution Group, Inc. (n/k/a Axiom Automotive Technologies, Inc.) (PSAUDIT P40, PSSECURE P40, PSDETECT P40, Password Manager P40, JDE Module P40).

Software License, Services and Maintenance Agreement and related Maintenance Services Agreement, dated as of October 31, 1996, and Addenda dated as of January 30, 1997 and October 26, 2000, respectively, by and between Aftermarket Technology Corporation and J.D. Edwards World Solutions Company, as assigned to ATC Distribution Group, Inc. (n/k/a Axiom Automotive Technologies, Inc.) on October 2, 2000 (JD Edwards Enterprise Software, including Foundation Suite, Financial Suite, Logistics/Distribution Suite and Manufacturing Suite).

Software License, Services and Maintenance Agreement, by and between ATC Distribution Group (n/k/a Axiom Automotive Technologies, Inc.) and Optika Inc. (Acorde™ Process/Context Core Concurrent Licenses (Quickstart package), Acorde™ Client Licenses, Acorde™ LOB Link for World, Captivation eCapture Scan Level 1 Licenses and Captivation eCapture Index Licenses).

EZ-Pickins™ Single End User License Agreement, dated as of July 13, 2006 from Business Computer Design.

Distribution Agreement, dated as of January 1, 2007, by and between Axiom Automotive Technologies, Inc. and Freudenberg-NOK General Partnership.

Email Agreement, dated as of December 11, 2003, by and between Automotive Choice and ATC Distribution Group, Inc. (n/k/a Axiom Automotive Technologies, Inc.).

Quote Agreement, effective as of October 1, 2006, by and between Xiotech Corporation and ATC Distribution Group, Inc. (n/k/a Axiom Automotive Technologies, Inc.).

20. WAIVER. ASSIGNOR, TO THE EXTENT PERMITTED BY LAW, WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG LENDERS, AGENT AND ASSIGNOR ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY AGENT'S OR ANY LENDER'S ABILITY TO PURSUE REMEDIES PURSUANT TO ANY PROVISION CONTAINED IN ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT AMONG ASSIGNOR, AGENT OR LENDERS, OR ANY THEREOF.

IN WITNESS WHEREOF, the undersigned, being a duly authorized officer of Assignor, has executed this Assignment as of the 30th day of April, 2007.

Address: c/o Transtar Industries, Inc.
7350 Young Drive
Cleveland, OH 44146
Attn: _____

AXIOM AUTOMOTIVE
TECHNOLOGIES, INC.

By: *Michael J. Faremouth*
Print Name: Michael J. Faremouth
Its: Vice President

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

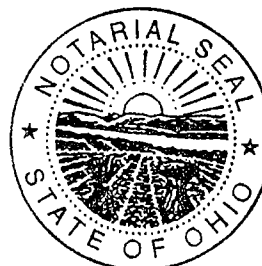
The foregoing Contingent Patent, Trademark and License Assignment was executed and acknowledged before me this 25 day of April, 2007, by MICHAEL FAREMOUTH V.P., on behalf of the corporation.

RA Sabato
Notary Public
My commission expires: 03 13 2010

Accepted at Cleveland, Ohio,
as of April 25, 2007

KEYBANK NATIONAL ASSOCIATON, as Agent

By: *Kenneth Horner*
Print Name: Kenneth Horner
Its: VP



RACHEL ANN SABATO
Notary Public, State of Ohio
My Commission Expires
March 13, 2010

***CONTINGENT PATENT, TRADEMARK AND LICENSE ASSIGNMENT/NCB/KEY/A&R --
AXIOM AUTOMOTIVE TECHNOLOGIES, INC.***