

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Automotive Franchise Systems LLC		02/11/2008	LIMITED LIABILITY COMPANY: MICHIGAN
Aftermarket Experts LLC		02/11/2008	LIMITED LIABILITY COMPANY: MICHIGAN

RECEIVING PARTY DATA

Name:	Aqua2 Acquisition, Inc.
Street Address:	128 South Tryon Street
Internal Address:	Suite 900
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	77137298	SEATPROS
Registration Number:	3292750	"OUR FACTORY LOOK IS THE DIFFERENCE!"
Registration Number:	3143289	DRIVE-N-STYLE
Registration Number:	3143288	DRIVE-N-STYLE
Registration Number:	3149736	CREATE YOUR OWN SPECIAL EDITION
Registration Number:	3248206	CREATE YOUR OWN SPECIAL EDITION
Registration Number:	3096649	WHEN FIRST IMPRESSIONS COUNT
Serial Number:	78437015	AUTOQUAL
Serial Number:	78413633	AUTOQUAL
Registration Number:	2802018	MARKETINGMATS USA
Registration Number:	2641639	DEALER MUST REMOVE PROTECTIVE COVER

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Registration Number:	2641638	DEALER MUST REMOVE PROTECTIVE COVER
Registration Number:	2661301	DEALER MUST REMOVE PROTECTIVE COVER
Registration Number:	2387709	DEALER MUST REMOVE PROTECTIVE COVER
Registration Number:	2326001	AUTOQUAL USA
Registration Number:	2331849	AUTOQUAL USA

CORRESPONDENCE DATA

Fax Number: (704)339-3470

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: ecampbell@rbh.com

Correspondent Name: Elizabeth Campbell

Address Line 1: 101 N. Tryon Street

Address Line 2: Suite 1900

Address Line 4: Charlotte, NORTH CAROLINA 28246

ATTORNEY DOCKET NUMBER:	18878.00015
NAME OF SUBMITTER:	Elizabeth Campbell
Signature:	/elizabeth campbell/
Date:	02/22/2008

Total Attachments: 6

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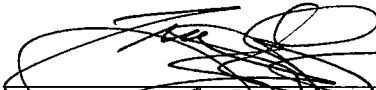
TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Assignment”) is made as of the 11th day of February, 2008 by and between **Automotive Franchise Systems LLC**, a Michigan limited liability company, **Aftermarket Experts LLC**, a Michigan limited liability company (each an “Assignor,” and collectively “Assignors”) and **Aqua2 Acquisition, Inc.**, a Delaware corporation (“Assignee”). This Assignment is being entered into pursuant to the Asset Purchase Agreement, dated as of the date hereof, between Assignors, Assignee and certain other parties thereto (the “Agreement”). Assignors own certain trademark and service mark registrations and applications listed on Schedule A attached hereto (cumulatively, the “Assigned Marks”).


For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Assignor does hereby assign unto Assignee all of Assignor’s right, title and interest in and to the Assigned Marks and the registrations and applications therefor in the United States and throughout the world together with the goodwill of the business symbolized by the Assigned Marks, along with the right to sue and recover for, and the right to profits, penalties or damages due or accrued arising out of or in connection with any and all present and future infringements or dilution of or damage or injury to the Assigned Marks or such represented goodwill, in each case, subject to the terms and conditions of the Agreement.

Each Assignor agrees to execute and deliver at the request of Assignee, all papers, instruments, and assignments, and to perform other reasonable acts Assignee may require in order to vest all of Assignor’s right, title and interest in and to the Assigned Marks in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

AUTOMOTIVE FRANCHISE SYSTEMS LLC

By: 
Name: GREG LONG
Title: PRES




AFTERMARKET EXPERTS LLC

By: 
Name: GREG LONG
Title: PRES

SCHEDULE A

Image	Trademark	Database	Status	Class	Owner Name	Application No.	Filed	Registration No.	Registered
No Image	SEATPROS™	U.S. Federal	PUBLISHED (PENDING)	37	AUTOMOTIVE FRANCHISE SYSTEMS LLC	77137298	22-MAR-2007		
No Image	"OUR FACTORY LOOK IS THE DIFFERENCE!"®	U.S. Federal	REGISTERED	37	AUTOMOTIVE FRANCHISE SYSTEMS, LLC	77010862	29-SEP-2006	3292750	18-SEP-2007
No Image	DRIVE-N-STYLE®	U.S. Federal	REGISTERED	37	AUTOMOTIVE FRANCHISE SYSTEMS, LLC	78504385	22-OCT-2004	3143289	12-SEP-2006
No Image	DRIVE-N-STYLE®	U.S. Federal	REGISTERED	35	AUTOMOTIVE FRANCHISE SYSTEMS, LLC	78504356	22-OCT-2004	3143288	12-SEP-2006
No Image	CREATE YOUR OWN SPECIAL EDITION®	U.S. Federal	REGISTERED	35	AUTOMOTIVE FRANCHISE SYSTEMS, LLC	78504359	22-OCT-2004	3149736	26-SEP-2006
No Image	CREATE YOUR OWN SPECIAL EDITION®	U.S. Federal	REGISTERED	37	AUTOMOTIVE FRANCHISE SYSTEMS, LLC	78504386	22-OCT-2004	3248206	29-MAY-2007

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Image	Trademark	Database	Status	Class	Owner Name	Application No	Filed	Registration No	Registered
No image	WHEN FIRST IMPRESSIONS COUNT®	U.S. Federal	REGISTERED	37	AUTOMOTIVE FRANCHISE SYSTEMS, LLC	78452872	19-JUL-2004	3096649	23-MAY-2006
	AUTOQUAL™	U.S. Federal	PUBLISHED (PENDING) Intent to Use	35	AUTOMOTIVE FRANCHISE SYSTEMS, LLC	78437015	17-JUN-2004		
	AUTOQUAL™	U.S. Federal	PUBLISHED (PENDING)	37	AUTOMOTIVE FRANCHISE SYSTEMS, LLC	78413633	05-MAY-2004		
	® MARKETINGMATS USA	U.S. Federal	REGISTERED	27	AD-MATS, INC.	76481402	10-JAN-2003	2802018	06-JAN-2004
	® DEALER MUST REMOVE PROTECTIVE COVER	U.S. Federal	REGISTERED	37	AUTOMOTIVE FRANCHISE SYSTEMS LLC	76020022	06-APR-2000	2641639	29-OCT-2002
	® DEALER MUST REMOVE PROTECTIVE COVER	U.S. Federal	REGISTERED	40	AUTOMOTIVE FRANCHISE SYSTEMS LLC	76020021	06-APR-2000	2641638	29-OCT-2002

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	® DEALER MUST REMOVE PROTECTIVE COVER	U.S. Federal	REGISTERED	37 40	AUTOMOTIVE FRANCHISE SYSTEMS LLC	76020023	05-APR-2000	2661301	17-DEC-2002
	® DEALER MUST REMOVE PROTECTIVE COVER	U.S. Federal	REGISTERED	17	AUTOMOTIVE FRANCHISE SYSTEMS LLC	75811922	30-SEP-1999	2387709	19-SEP-2000
No Image	AUTOQUAL USA®	U.S. Federal	REGISTERED Collective Service Mark	37 40	AUTOMOTIVE FRANCHISE SYSTEMS LLC	75622442	19-JAN-1999	2326001	07-MAR-2000
	® AUTOQUAL USA	U.S. Federal	REGISTERED Collective Service Mark	37 40	AUTOMOTIVE FRANCHISE SYSTEMS LLC	75622441	19-JAN-1999	2331849	21-MAR-2000
No Image	AUTOQUAL™	Canada	PENDING	35 37	AUTOMOTIVE FRANCHISE SYSTEMS LLC	134740200		TMA000000	
No Image	AUTOQUAL™	Canada	ALLOWED (PENDING)	2 3	AUTOQUAL USA, INC.	121238500		TMA000000	

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Image	Trademark	Database	Status	Class	Owner Name	Application No.	Filed	Registration No.	Registered
No Image	AUTOQUAL®	Mexico	REGISTERED	35	AUTOMOTIVE FRANCHISE SYSTEMS LLC	661675		873675	29-MAR-2005
No Image	AUTOQUAL®	Mexico	REGISTERED	37	AUTOMOTIVE FRANCHISE SYSTEMS LLC	652939		874706	31-MAR-2005