

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UAP, Inc.		09/17/2009	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Genuine Parts Company		
Street Address:	2999 Circle 75 Parkway		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3407411	TRACTION HEAVY DUTY PARTS	
CORRESPONDENCE DATA			
Fax Number:	(404)962-6831		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-885-3380		
Email:	trademarks@troutmansanders.com		
Correspondent Name:	F. Richard Rimer, Jr.		
Address Line 1:	600 Peachtree Street NE		
Address Line 2:	Suite 5200		
Address Line 4:	Atlanta, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	31579.6		
NAME OF SUBMITTER:	F. Richard Rimer, Jr.		
Signature:	/frr/		
Date:	09/17/2009		

OP \$40.00 3407411

Total Attachments: 1
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of the 16 day of September, 2009, by and between UAP Inc., a Canadian corporation, whose address is 7025 Ontario Street East, Montreal, Quebec H1N 2B3, Canada (hereinafter referred to as "Assignor"), and Genuine Parts Company, a Georgia corporation, whose address is 2999 Circle 75 Parkway, Atlanta, GA 30339 (hereinafter referred to as "Assignee").

WITNESSETH

WHEREAS, Assignor has received Registration No. 3,407,411 for the mark TRACTION HEAVY DUTY PARTS & Design (the "Mark");

WHEREAS, Assignor is the owner of all right, title, and interest in and to the Mark;

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Mark to Assignee within the United States, including but not limited to the registration set forth above; and

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Transfer and Assignment. Assignor hereby transfers and assigns to Assignee all right, title, and interest in and to the Mark within the United States, including but not limited to the registration set forth above, together with the goodwill associated therewith, along with the right to recover for damages and profits and other remedies for past infringements of the Mark.

2. Further Documentation and Actions. Assignor hereby agrees to execute and deliver to Assignee any further documents and instruments in Assignor's possession, and to do any and all further reasonable acts that are deemed necessary by Assignee to vest in Assignee all right, title, and interest in and to the Mark, and to enable such right, title, and interest to be recorded in the United States Patent and Trademark Office and any other appropriate governmental authority or agency of the United States.

"ASSIGNOR"
UAP INC.

By: 

Name: PIERRE LEFEBVRE

Title: SR. VP, CFO & SECRETARY