

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | TERMINATION AND RELEASE OF ASSIGNMENT OF INTEREST |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| KEYBANK NATIONAL ASSOCIATION | 12/21/2010 |
| RECEIVING PARTY DATA | |
| Name: | TRANSTAR GROUP, INC. |
| Street Address: | 7350 YOUNG DRIVE |
| City: | WALTON HILLS |
| State/Country: | OHIO |
| Postal Code: | 44146 |
| Name: | TRANSTAR HOLDING COMPANY |
| Street Address: | 7350 YOUNG DRIVE |
| City: | WALTON HILLS |
| State/Country: | OHIO |
| Postal Code: | 44146 |
| Name: | TRANSTAR INDUSTRIES, INC. |
| Street Address: | 7350 YOUNG DRIVE |
| City: | WALTON HILLS |
| State/Country: | OHIO |
| Postal Code: | 44146 |
| Name: | TRANSTAR AUTOBODY TECHNOLOGIES, INC. |
| Street Address: | 2040 HEISERMAN DRIVE |
| City: | BRIGHTON |
| State/Country: | MICHIGAN |
| Postal Code: | 48116 |
| Name: | TRANSTAR INTERNATIONAL, INC. |
| Street Address: | 7350 YOUNG DRIVE |

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501403530

PATENT
 REEL: 025622 FRAME: 0345

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|----------------|--------------|
| City: | WALTON HILLS |
| State/Country: | OHIO |
| Postal Code: | 44146 |

| | |
|-----------------|-------------------------------------|
| Name: | AXIOM AUTOMOTIVE TECHNOLOGIES, INC. |
| Street Address: | 7350 YOUNG DRIVE |
| City: | WALTON HILLS |
| State/Country: | OHIO |
| Postal Code: | 44146 |

| | |
|-----------------|---------------------------------------|
| Name: | AXIOM AUTOMOTIVE HOLDINGS CORPORATION |
| Street Address: | 7350 YOUNG DRIVE |
| City: | WALTON HILLS |
| State/Country: | OHIO |
| Postal Code: | 44146 |

| | |
|-----------------|---|
| Name: | AXIOM TECHNOLOGIES HOLDINGS CORP., INC. |
| Street Address: | 7350 YOUNG DRIVE |
| City: | WALTON HILLS |
| State/Country: | OHIO |
| Postal Code: | 44146 |

| | |
|-----------------|------------------|
| Name: | TRANS MART, INC. |
| Street Address: | 7350 YOUNG DRIVE |
| City: | WALTON HILLS |
| State/Country: | OHIO |
| Postal Code: | 44146 |

PROPERTY NUMBERS Total: 11

| Property Type | Number |
|---------------------|----------|
| Application Number: | 11002635 |
| Application Number: | 11024314 |
| Application Number: | 10365259 |
| Application Number: | 10480326 |
| Application Number: | 11565304 |
| Application Number: | 60873023 |
| Application Number: | 11471519 |
| Application Number: | 11471644 |

| | |
|---------------------|----------|
| Application Number: | 11471645 |
| Patent Number: | 7195578 |
| Patent Number: | 5548016 |

CORRESPONDENCE DATA

Fax Number: (646)848-4455
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-848-4455
Email: jlik@shearman.com
Correspondent Name: Gloria Jung
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP - IP Docketing
Address Line 4: New York, NEW YORK 10022

| | |
|-------------------------|-----------|
| ATTORNEY DOCKET NUMBER: | 35614/157 |
|-------------------------|-----------|

| | |
|--------------------|-------------|
| NAME OF SUBMITTER: | GLORIA JUNG |
|--------------------|-------------|

Total Attachments: 27
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**PATENT AND TRADEMARK
TERMINATION AND RELEASE OF CONTINGENT ASSIGNMENT AGREEMENT**

This PATENT AND TRADEMARK TERMINATION AND RELEASE OF CONTINGENT ASSIGNMENT AGREEMENT (the "Patent and Trademark Termination and Release") is made as of December 21, 2010 by KEYBANK NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders under the Credit Agreement referenced below (in such capacity, the "Agent"), in favor of TRANSTAR GROUP, INC.; TRANSTAR HOLDING COMPANY; TRANSTAR INDUSTRIES, INC.; TRANSTAR AUTOBODY TECHNOLOGIES, INC.; TRANSTAR INTERNATIONAL, INC.; AXIOM AUTOMOTIVE TECHNOLOGIES, INC.; AXIOM AUTOMOTIVE HOLDINGS CORPORATION; AXIOM TECHNOLOGIES HOLDINGS CORP., INC.; and TRANS MART, INC. (each a "Pledgor", collectively, the "Pledgors"). All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to those terms in the Credit Agreement and the applicable Assignment as referenced below.

WHEREAS, TRANSTAR INDUSTRIES, INC., an Ohio corporation ("Transtar Industries"), TRANSTAR AUTOBODY TECHNOLOGIES, INC., an Ohio corporation ("Transtar Autobody"), AXIOM AUTOMOTIVE TECHNOLOGIES, INC., a Delaware corporation ("Axiom" and together with Transtar Industries and Transtar Autobody, collectively, the "Borrowers" and individually, a "Borrower"), Lenders and Agents are parties to that certain Credit and Security Agreement, dated as of August 31, 2005, as amended and restated by that certain Amended and Restated Credit and Security Agreement, dated as of April 30, 2007 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement");

WHEREAS, as 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, (i) TRANSTAR GROUP, INC., executed and delivered that certain Contingent Patent, Trademark and License Assignment, dated August 31, 2005 made by TRANSTAR GROUP, INC. to Agent (the "Transtar Group Assignment"); (ii) TRANSTAR HOLDING COMPANY executed and delivered that certain Contingent Patent, Trademark and License Assignment, dated August 31, 2005 made by TRANSTAR HOLDING COMPANY to Agent (the "Transtar Holding Assignment"); (iii) TRANSTAR INDUSTRIES, INC. executed and delivered that certain Contingent Patent, Trademark and License Assignment, dated August 31, 2005 made by TRANSTAR INDUSTRIES, INC. to Agent (the "Transtar Industries Assignment"); (iv) TRANSTAR AUTOBODY TECHNOLOGIES, INC. executed and delivered that certain Contingent Patent, Trademark and License Assignment, dated August 31, 2005 made by TRANSTAR AUTOBODY TECHNOLOGIES INC. to Agent (the "Transtar Autobody Assignment"); (v) TRANSTAR INTERNATIONAL, INC. executed and delivered that certain Contingent Patent, Trademark and License Assignment, dated August 31, 2005 made by TRANSTAR INTERNATIONAL, INC. to Agent (the "Transtar International Assignment"); (vi) AXIOM AUTOMOTIVE TECHNOLOGIES, INC. executed and delivered that certain Contingent Patent, Trademark and License Assignment, dated April 25, 2007 made by AXIOM AUTOMOTIVE TECHNOLOGIES, INC. to Agent (the "Axiom Automotives Technologies Assignment"); (vii) AXIOM AUTOMOTIVE HOLDINGS CORPORATION executed and delivered that certain Contingent Patent, Trademark and License Assignment, dated April 25, 2007 made by AXIOM AUTOMOTIVE HOLDINGS CORPORATION to Agent (the "Axiom

Automotive Holding Assignment"); (viii) AXIOM TECHNOLOGIES HOLDINGS CORP., INC. executed and delivered that certain Contingent Patent, Trademark and License Assignment, dated April 25, 2007 made by AXIOM TECHNOLOGIES HOLDINGS CORP., INC. to Agent (the "Axiom Technologies Holdings Assignment"); and (ix) TRANS MART, INC. executed and delivered that certain Contingent Patent, Trademark and License Assignment, dated April 25, 2007 made by TRANS MART, INC. to Agent (the "Trans Mart Assignment") (i) – (ix), collectively, the "Assignments");

WHEREAS, under the terms of each Pledgor's respective Assignment, to secure the complete and timely satisfaction of all of the Secured Debt, (i) each Pledgor granted, assigned and conveyed to Agent all of such Pledgor's right, title and interest in and to all of its Patents and Licenses, and (ii) each Pledgor granted and conveyed to Agent a lien and a security interest in all of such Pledgor's right, title and interest in and to its Trademarks and the goodwill of such Pledgor's business, including but not by way of limitation such goodwill connected with and symbolized by the Trademarks;

WHEREAS, the Transtar Industries Assignment was recorded with the United States Patent and Trademark Office (the "USPTO") on November 16, 2005, at Reel 3195 and Frame 0151 with respect to U.S. trademarks and trademark applications; the Transtar Autobody Assignment was recorded with the USPTO on November 16, 2005, at Reel 016784 and Frame 0193 with respect to U.S. patents and patent applications and on November 16, 2005, at Reel 3195 and Frame 0477 with respect to U.S. trademarks and trademark applications; and the Axiom Automotives Technologies Assignment was recorded with the USPTO on June 7, 2007, at Reel 019390 and Frame 0542 with respect to U.S. patents and patent applications and on June 7, 2007, at Reel 3556 and Frame 0664 with respect to U.S. trademarks and trademark applications; and

WHEREAS, the Agent now desires to terminate the Assignments and assign of all its right, title and interest in the Patents, including the Patents identified on Schedule A attached hereto (the "Patent Collateral") and Licenses, including the Licenses identified on Schedule B attached hereto (the "License Collateral") to Pledgors, and release in its entirety its security interest in, to and under the Trademarks, including the Trademarks identified on Schedule C attached hereto (the "Trademark Collateral").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent agrees as follows:

SECTION 1. Assignment. The Agent hereby grants, assigns and conveys to Pledgors all of the Agent's right, title and interest in and to the Patent Collateral and License Collateral and any right, title or interest of the Agent in such Patent Collateral and License Collateral shall hereby cease and become void.

SECTION 2. Release of Security Interest. The Agent hereby releases in its entirety its security interest in and to each Pledgor's right, title and interest in and to the Trademark Collateral and grants, assigns and conveys to Pledgors any and all goodwill connected with and symbolized by the Trademark Collateral and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

SECTION 3. Termination. The Agent hereby terminates each and every Assignment, and hereupon the Assignments shall be of no further force or effect whatsoever and all rights and obligations of the Parties to the Assignment shall terminate and be of no further force or effect.

SECTION 4. Representation and Warranty. The Agent represents and warrants that (i) it has the full power and authority to execute this Patent and Trademark Termination and Release and (ii) it has not conveyed or assigned any of the rights granted to Agent by Pledgors pursuant to the Assignments with respect to the Patent Collateral, License Collateral and Trademark Collateral to any third parties.

SECTION 5. Recordation. The Agent authorizes and requests that the Commissioner of Patents of the United States, Commissioner of Trademarks of the United States and any other applicable government officer record this Patent and Trademark Termination and Release.

SECTION 6. Execution in Counterparts. This Patent and Trademark Termination and Release may be executed and delivered (including by facsimile transmission) in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 7. Governing Law. This Patent and Trademark Termination and Release shall be governed by, and construed in accordance with, the laws of the State of Ohio.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the Agent has caused this Patent and Trademark Termination and Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

KEYBANK NATIONAL ASSOCIATION
as Agent

By [Signature]
Title: Director

TRANSTAR GROUP, INC.

By _____
Title:

TRANSTAR HOLDING COMPANY

By _____
Title:

TRANSTAR INDUSTRIES, INC.

By _____
Title:

TRANSTAR AUTOBODY
TECHNOLOGIES, INC.

By _____
Title:

TRANSTAR INTERNATIONAL, INC.

By _____
Title:

IN WITNESS WHEREOF, the Agent has caused this Patent and Trademark Termination and Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

KEYBANK NATIONAL ASSOCIATION
as Agent

By _____
Title:

TRANSTAR GROUP, INC.

By *Frank W. Sunkel*
Title: Chairman

TRANSTAR HOLDING COMPANY

By *Frank W. Sunkel*
Title: Chairman

TRANSTAR INDUSTRIES, INC.

By *Frank W. Sunkel*
Title: Chairman

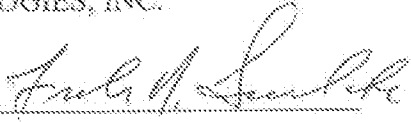
TRANSTAR AUTOBODY
TECHNOLOGIES, INC.

By *Frank W. Sunkel*
Title: Chairman

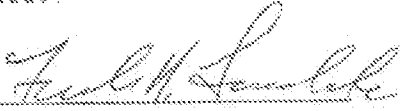
TRANSTAR INTERNATIONAL, INC.

By *Frank W. Sunkel*
Title: Chairman

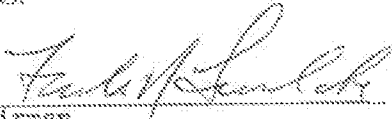
AXIOM AUTOMOTIVE
TECHNOLOGIES, INC.

By 
Title: Chairman

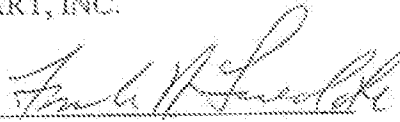
AXIOM AUTOMOTIVE HOLDINGS
CORPORATION

By 
Title: Chairman

AXIOM TECHNOLOGIES HOLDINGS
CORP., INC.

By 
Title: Chairman

TRANS MART, INC.

By 
Title: Chairman

Schedule A - Patents

See Attached.

| 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 | --- | --- |

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Patents

| Patent Title | App. No. | App. Date | Pub. No. | Pub. Date | Status |
|-----------------------------------|-----------|-----------|----------|-----------|--------|
| WATER-BORNE FLEXIBLE PARTS PRIMER | 08/221290 | 03/31/94 | 5548016 | 08/20/96 | Issued |

[ANT5407.DOC:1]

Schedule B -- Licenses

See Attached.

Material License Agreements Under Which Transtar Industries is Licensor:

Transtar Autobody has entered into form 2005 Transtar Autobody Distributor Partnership Agreements and form Warehouse Distributor Partnership Agreements with the customers listed on the attached "TAT Material Distributor Accounts Customer Base."

Material License Agreements Under Which Transtar Industries is Licensee:

Letter Agreement, dated September 26, 1999, by and between Classic Paint, Inc., Harold L. Moyers, John A. Cuskie and Mac Specialty Coatings and Tremco Autobody Technology, Inc. (currently Transtar Autobody).

Letter Agreement, dated July 15, 2004, by and between Transtar Autobody and Cass Polymers, Inc.

Material License Agreements Under Which Transtar Industries is Licensor:

International Consulting Agreement, dated January 19, 2005, by and between Transtar Industries and Aloeu Natali.

International Consulting Agreement, dated February 2005, between Transtar Industries and Claudio Liderman.

International Marketing Agreement, dated March 1, 2005, by and between Transtar Industries and LUK-Aftermarket Service OHG.

2004 Transtar & Canadian Distributor Partnership Agreement, dated May 17, 2004, between Transtar Industries and G.S. Auto-Tech Ltd.

Distributor Agreement, dated August 1, 2002, by and between Mr. Javier Gamarra and Transtar Industries.

Transtar Industries has a distributor arrangement pursuant to which Seyit Kaynak acts as Transtar Industries' distributor in the Turkish markets.

Transtar Industries has a distributor arrangement, pursuant to which Turbodal (Chile)/Turbomotor (Argentina) acts as Transtar Industries' sales agent to Diesel Pineyro S.R.L.

International Distributor Agreement between Transtar Industries and Talib Ali Al-Antas Est.

International Distributor Agreement, dated November 18, 2002, between Transtar Industries and Ansumex S.A. de C.V.

Distributor Agreement, dated April 29, 1999, between Transtar Industries and Canton America Automobile Enterprise Co., Ltd.

Material License Agreements Under Which Transtar Industries is Licensee:

Agreement, dated as of September 25, 2003, by and between Newco Marketing 2000 Inc. and Transtar Industries.

Intellectual Property License, dated May 3, 2004, by and between Transtar Industries and Oregon Transmission Center.

Agreement, dated as of May 4, 2001, by and among AAMCO Transmissions, Inc., the National AAMCO Dealers Association and Transtar Industries.

{AN76497.DOC;1}

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

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PATENT
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License Agreement, by and between Axiom Automotive Technologies, Inc. and any Licensees 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 I.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 Xlotech Corporation and ATC Distribution Group, Inc. (n/k/a Axiom Automotive Technologies, Inc.).

Letter Agreement, dated as of January 24, 2005, by and between Trans Mart, Inc. and Expresso de Westernbank.

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Schedule C - Trademarks

See Attached.

Transtar Autobody Technologies, Inc.

Trademarks

| Mark | App. No. | App. Date | Reg. No. | Reg. Date | Status |
|--------------|-----------|-----------|----------|-----------|------------------------|
| BODY-TEC | 74/229202 | 12/11/91 | 1931852 | 10/31/95 | Registered/ Renewed |
| BOND-TEC | 74/057933 | 05/11/90 | 1640116 | 04/09/91 | Registered/ Renewed |
| EURO CLASSIC | 76/590388 | 05/04/04 | --- | --- | Pending |
| EURO KWIK | 76/590386 | 05/04/04 | --- | --- | Pending |
| EURO ULTRAV | 78/520274 | 11/19/04 | --- | --- | Pending |
| FINISH TEC | 74/229203 | 12/11/91 | 1917076 | 09/05/95 | Registered/ Renewed |
| HYDROBASE | 74/511970 | 04/13/94 | 1884484 | 03/21/95 | Registered/ Renewed |
| HYDROFLEX | 74/511973 | 04/13/94 | 1890743 | 04/25/95 | Registered/ Renewed |
| TRUB FINISH | 76/517822 | 05/29/03 | --- | --- | Pending/ Suspended |
| ULTRA FLEX | 74/324458 | 09/20/95 | 1997058 | 08/27/96 | Registered/ |

Foreign Trademarks and Pending Applications.

| Mark | Country | App. No. | App. Date | Reg. No. | Reg. Date | Status |
|--------------|---------|----------|-----------|----------|-----------|---------------------|
| EURO CLASSIC | Canada | 1218831 | 06/02/04 | --- | --- | Pending/ Allowed |
| EURO KWIK | Canada | 1218834 | 06/02/04 | --- | --- | Pending/ Allowed |

(APR1997.DOC11)

Transtar Industries, Inc.

Trademarks

| Mark | Appl. No. | Appl. Date | Reg. No. | Reg. Date | Status |
|-------------------------------|-----------|------------|----------|-----------|-------------------------|
| ENGINE WORKS | 76/310435 | 04/29/03 | 2878653 | 08/31/04 | Registered |
| ENGINE WORKS | 76/488125 | 02/07/03 | 2800078 | 12/30/03 | Registered |
| ENGINE WORKS | 76/486067 | 01/30/03 | 2800046 | 12/30/03 | Registered |
| NICKELS | 75/874517 | 12/17/99 | 2410617 | 12/05/00 | Registered |
| NICKELS PERFORMANCE | 76/487122 | 01/03/03 | 2790997 | 12/09/03 | Registered |
| NICKELS PERFORMANCE WAREHOUSE | 75/874516 | 12/17/99 | 2410616 | 12/05/00 | Registered/ Renewed |
| TRANSTAR | 74/476371 | 12/30/93 | 1878571 | 02/14/95 | Registered / Renewed |

Foreign Trademarks and Pending Applications.

| Mark | Country | Appl. No. | Appl. Date | Reg. No. | Reg. Date | Status |
|----------|---------|------------|------------|------------|-----------|-------------------------|
| TRANSTAR | Bahrain | 682/94 | N/A | 17603 | 06/08/94 | Registered / Renewed |
| TRANSTAR | Belize | 804550 | 10/08/93 | 542568 | 10/08/93 | Registered / Renewed |
| TRANSTAR | Canada | 0740371 | 11/01/93 | TMA S23143 | 02/13/00 | Registered |
| TRANSTAR | Chile | 538.340 | N/A | 640.450 | 05/28/02 | Registered |
| TRANSTAR | China | 9900064496 | N/A | 1802134 | 07/07/02 | Registered |

[A:\1997.DOC1]

| Class | Country | Appl. No. | Appl. Date | Reg. No. | Issue Date | Status |
|----------|----------------------------|--------------|------------|-------------|------------|-------------------------------|
| TRANSTAR | Columbia | 03029188 | 04/07/03 | 285022 | 06/28/04 | Registered |
| TRANSTAR | CTM (European Union) | 38011 | 04/28/98 | 000808675 | 10/24/01 | Registered |
| TRANSTAR | Egypt | 142443 | 09/08/01 | N/A | N/A | Pending |
| TRANSTAR | Hong Kong | 11170/93 | 10/20/93 | 03019/1905 | 10/20/93 | Registered / Renewed |
| TRANSTAR | India | 956106 | 08/14/00 | N/A | N/A | Pending |
| TRANSTAR | Indonesia | N/A | 10/12/00 | 488837 | 09/06/01 | Registered |
| TRANSTAR | Iran | 110986 | 01/17/94 | 72811 | 05/12/94 | Registered |
| TRANSTAR | Israel | N/A | N/A | 131308 | 10/10/99 | Registered |
| TRANSTAR | Japan | 106353/ 1993 | 10/20/93 | 4607733 | 09/27/02 | Registered |
| TRANSTAR | Kuwait | 39484 | 04/05/98 | 34081 | 09/04/01 | Registered |
| TRANSTAR | Lebanon | 427/213102 | 01/11/84 | 62309 | 05/25/95 | Registered |
| TRANSTAR | Mexico | 180308 | 10/07/93 | 509599 | N/A | Expired in October 2003 |
| TRANSTAR | Norway | 95/09896 | N/A | 201.606 | 02/17/00 | Registered |
| TRANSTAR | Peru | 092249 | N/A | 61417 | 02/28/00 | Registered |
| TRANSTAR | Philippines | N/A | N/A | 4-189-05612 | 08/04/99 | Registered |

{AN 10407.DOC.1}

| Mark | Country | App. No. | App. Date | Reg. No. | Reg. Date | Status |
|----------|-------------------------|-------------|-----------|------------|-----------|-------------------------|
| TRANSTAR | Russia | N/A | N/A | 202600 | 10/28/93 | Registered |
| TRANSTAR | Saudi Arabia | 22741 | 10/29/93 | 320/36 | 09/19/94 | Registered |
| TRANSTAR | Singapore | S/7895/93 | 10/09/93 | T93/07895P | 04/30/96 | Registered / Renewed |
| TRANSTAR | South Africa | 93/9060 | 10/08/93 | 93/9060 | 01/08/97 | Registered / Renewed |
| TRANSTAR | South Korea | 93/33959 | 10/11/93 | 301319 | 11/02/94 | Registered / Renewed |
| TRANSTAR | Switzerland | 1028/1993.6 | 10/11/93 | 416404 | 05/31/93 | Registered |
| TRANSTAR | Syria | N/A | 12/13/99 | N/A | N/A | N/A |
| TRANSTAR | Taiwan | N/A | N/A | 970775 | 12/16/01 | Registered |
| TRANSTAR | Thailand | N/A | N/A | 431234 | 09/04/00 | Registered |
| TRANSTAR | Trinidad / Tobago | N/A | 11/12/99 | 30130 | 11/15/00 | Registered |
| TRANSTAR | United Arab Emirates | 6789 | 06/28/94 | 19387 | 01/30/99 | Registered / Renewed |
| TRANSTAR | United Kingdom | 1550117 | 10/08/93 | 1550117 | 10/08/93 | Registered / Renewed |
| TRANSTAR | Venezuela | 20322/93 | N/A | P185.562 | 02/09/96 | Registered |

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ACEOMATIC-RECON LLC
 (k/u/s 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/u/s 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 | 73904206 | 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 | 76572662 | 1/23/2004 | 3068752 | 3/14/2006 |
| AXIOM | 78441628 | 6/25/2004 | ---- | ---- |
| AXIOM | 78976373 | 6/25/2004 | ---- | ---- |
| AXIOM | 78977944 | 6/25/2004 | ---- | ---- |

| | | | | |
|----------------|----------|------------|---------|------------|
| AXIOM | 78977669 | 6/23/2004 | 3197696 | 1/09/2007 |
| AXIOM | 78880350 | 5/10/2006 | ---- | ---- |
| AXIOM RESOURCE | 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 | 2304705 | 12/24/2005 | N/A | N/A |

{00022282.DOC;1}

| 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 | 4433106 | 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 |

{6692392.DOC;1}

| 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 |

(00022561.DOC:1)

| Mark | Country | Appl. No. | Appl. Date | Reg. No. | Reg. Date |
|-------|-----------|------------|------------|----------|-----------|
| AXIOM | Venezuela | 2265604 | 12/23/2004 | N/A | N/A |
| AXIOM | Vietnam | 4206500682 | 0/18/2003 | N/A | N/A |

ACE DISTRIBUTION GROUP
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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 |

{0022381.DOC}