

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF ASSIGNMENT OF INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
KEYBANK NATIONAL ASSOCIATION		12/21/2010	NATIONAL BANKING ASSOCIATION: UNITED STATES

**RECEIVING PARTY DATA**

Name:	TRANSTAR GROUP, INC.
Street Address:	7350 YOUNG DRIVE
City:	WALTON HILLS
State/Country:	OHIO
Postal Code:	44146
Entity Type:	CORPORATION: DELAWARE

Name:	TRANSTAR HOLDING COMPANY
Street Address:	7350 YOUNG DRIVE
City:	WALTON HILLS
State/Country:	OHIO
Postal Code:	44146
Entity Type:	CORPORATION: DELAWARE

Name:	TRANSTAR INDUSTRIES, INC.
Street Address:	7350 YOUNG DRIVE
City:	WALTON HILLS
State/Country:	OHIO
Postal Code:	44146
Entity Type:	CORPORATION: OHIO

Name:	TRANSTAR AUTOBODY TECHNOLOGIES, INC.
Street Address:	2040 HEISERMAN DRIVE
City:	BRIGHTON
State/Country:	MICHIGAN

CH \$865.00 76590388

Postal Code:	48116
Entity Type:	CORPORATION: OHIO

Name:	TRANSTAR INTERNATIONAL, INC.
Street Address:	7350 YOUNG DRIVE
City:	WALTON HILLS
State/Country:	OHIO
Postal Code:	44146
Entity Type:	CORPORATION: OHIO

Name:	AXIOM AUTOMOTIVE TECHNOLOGIES, INC.
Street Address:	7350 YOUNG DRIVE
City:	WALTON HILLS
State/Country:	OHIO
Postal Code:	44146
Entity Type:	CORPORATION: DELAWARE

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

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

Name:	TRANS MART, INC.
Street Address:	7350 YOUNG DRIVE
City:	WALTON HILLS
State/Country:	OHIO
Postal Code:	44146
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
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**TRADEMARK**

REEL: 004451 FRAME: 0429

Serial Number:	76590388	EURO CLASSIC
Serial Number:	76590386	EURO KWIK
Serial Number:	78520374	EURO ULTRAV
Serial Number:	76517822	TRUE FINISH
Serial Number:	76572659	280PS
Serial Number:	78594364	800PS
Serial Number:	78441628	AXIOM
Serial Number:	78976373	AXIOM
Serial Number:	78977044	AXIOM
Serial Number:	78880350	AXIOM
Serial Number:	76593166	TRANS MART
Registration Number:	1931852	BODY-TEC
Registration Number:	1640116	BOND-TEC
Registration Number:	1917076	FINISH TEC
Registration Number:	1884484	HYDROBASE
Registration Number:	1890743	HYDROFLEX
Registration Number:	1997058	ULTRA FLEX
Registration Number:	2878683	ENGINE WORKS
Registration Number:	2800078	ENGINE WORKS
Registration Number:	2800046	ENGINE WORKS
Registration Number:	2410617	NICKELS
Registration Number:	2790997	NICKELS PERFORMANCE
Registration Number:	2410616	NICKELS PERFORMANCE WAREHOUSE
Registration Number:	1878571	TRANSTAR
Registration Number:	1541067	SHIFT FIX
Registration Number:	2685157	ALL AUTOMATIC TRANSMISSION PARTS
Registration Number:	2685156	ALL TRANSMISSION PARTS
Registration Number:	1744939	TM
Registration Number:	3068752	AMBERSOL
Registration Number:	3197696	AXIOM
Registration Number:	3181997	AXIOM ESOURCE
Registration Number:	1600009	SENTINEL
Registration Number:	1744938	TRANS MART
Registration Number:	3139694	TRANS MART

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  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	35614/157
NAME OF SUBMITTER:	GLORIA JUNG
Signature:	/GLORIA JUNG/
Date:	01/11/2011

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   
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. Sencik  
Title: Chairman

TRANSTAR HOLDING COMPANY

By Frank W. Sencik  
Title: Chairman

TRANSTAR INDUSTRIES, INC.

By Frank W. Sencik  
Title: Chairman

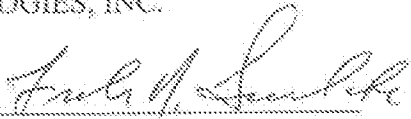
TRANSTAR AUTOBODY  
TECHNOLOGIES, INC.

By Frank W. Sencik  
Title: Chairman

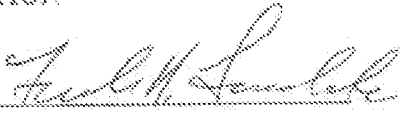
TRANSTAR INTERNATIONAL, INC.

By Frank W. Sencik  
Title: Chairman

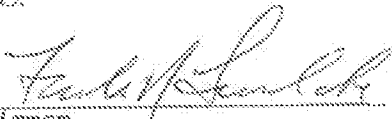
AXIOM AUTOMOTIVE  
TECHNOLOGIES, INC.

By   
Title: Chairman

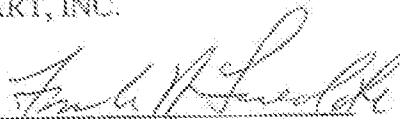
AXIOM AUTOMOTIVE HOLDINGS  
CORPORATION

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

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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-Atlas 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.



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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**TRADEMARK**  
**REEL: 004451 FRAME: 0444**

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
TRUE 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

(APRIM7.DOC1)

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	08/28/02	Registered
TRANSTAR	China	9900064496	N/A	1802134	07/07/02	Registered

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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	03019/1995	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

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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

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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

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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

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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

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Mark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date
AXIOM	Venezuela	7265604	12/23/2004	N/A	N/A
AXIOM	Vietnam	4206500682	0/18/2003	N/A	N/A

**ACE DISTRIBUTION GROUP**  
(K/a/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

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