

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM621875

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TRANSTAR INDUSTRIES LLC		01/22/2021	Limited Liability Company: OHIO
TRANSTAR AUTOBODY TECHNOLOGIES LLC		01/22/2021	Limited Liability Company: OHIO
AXIOM AUTOMOTIVE TECHNOLOGIES LLC		01/22/2021	Limited Liability Company: DELAWARE
ATCO PRODUCTS LLC		01/22/2021	Limited Liability Company: DELAWARE
DACCO LLC		01/22/2021	Limited Liability Company: OHIO
TRANS MART, INC.		01/22/2021	Corporation: PUERTO RICO

RECEIVING PARTY DATA

Name:	TCG SENIOR LENDING L.L.C.
Street Address:	1 VANDERBILT AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	1931852	BODY-TEC
Registration Number:	1640116	BOND-TEC
Registration Number:	3025477	EURO CLASSIC
Registration Number:	3025476	EURO KWIK
Registration Number:	1917076	FINISH TEC
Registration Number:	5705003	AEROSOLVE PAINT-TO-SPEC
Registration Number:	1884484	HYDROBASE
Registration Number:	1890743	HYDROFLEX
Registration Number:	3147099	TRUE FINISH
Registration Number:	1997058	ULTRA FLEX
Registration Number:	2878683	ENGINE WORKS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4888062	TRANSTAR
Registration Number:	2800078	ENGINE WORKS
Registration Number:	2800046	ENGINE WORKS
Registration Number:	2410617	NICKELS
Registration Number:	2790997	NICKELS PERFORMANCE
Registration Number:	1878571	TRANSTAR
Registration Number:	2685157	ALL AUTOMATIC TRANSMISSION PARTS
Registration Number:	2685156	ALL TRANSMISSION PARTS
Registration Number:	3294656	AXIOM
Registration Number:	3726782	AXIOM
Registration Number:	3197696	AXIOM
Registration Number:	3213344	AXIOM
Registration Number:	3181997	AXIOM ESOURCE
Registration Number:	1744938	TRANS MART
Registration Number:	3139694	TRANS MART
Registration Number:	3068769	AIR-O-CRIMP
Registration Number:	3210382	PERFORMANCE PLUS
Registration Number:	1763304	DACCO
Registration Number:	6210943	PARAGON
Serial Number:	88612871	CLEARSYSTEM
Serial Number:	90081475	PALADIN

CORRESPONDENCE DATA

Fax Number: 3105572193

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 310-557-2900

Email: KLATHROP@PROSKAUER.COM

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 22335.072

NAME OF SUBMITTER: Kimberley A. Lathrop

SIGNATURE: /Kimberley A. Lathrop/

DATE SIGNED: 01/22/2021

Total Attachments: 18

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Agreement”) made as of this 22nd day of January, 2021 by TRANSTAR INDUSTRIES LLC, an Ohio limited liability company, TRANSTAR AUTOBODY TECHNOLOGIES LLC, an Ohio limited liability company, AXIOM AUTOMOTIVE TECHNOLOGIES LLC, a Delaware limited liability company, ATCO PRODUCTS LLC, a Delaware limited liability company, DACCO LLC, an Ohio limited liability company and TRANS MART, INC., a Puerto Rico corporation (collectively, the “Grantors”, and each a “Grantor”), in favor of TCG SENIOR LENDING L.L.C., in its capacity as agent for the Lenders (“Agent”).

W I T N E S S E T H

WHEREAS, BPCP SPEEDSTAR ACQUISITION LLC, a Delaware limited liability company (“Holdings”), BPCP SPEEDSTAR MERGER SUB LLC, a Delaware limited liability company (until the consummation of the Closing Date Acquisition and effectiveness of the Closing Date Merger, the “Initial Borrower”), SPEEDSTAR HOLDING LLC, a Delaware limited liability company (“Speedstar” and, from and after the consummation of the Closing Date Acquisition and effectiveness of the Closing Date Merger, the “Borrower”), certain subsidiaries of Speedstar party thereto, as guarantors, together with each other Person joined thereto as a guarantor from time to time, collectively, the “Guarantors”, and each a “Guarantor” and together with Holdings, the Initial Borrower and the Borrower, collectively the “Loan Parties” and each a “Loan Party”) have entered into that certain Term Loan and Security Agreement dated as of the date hereof among the Loan Parties, the financial institutions which are now or which hereafter become a party thereto (collectively, the “Lenders” and each individually a “Lender”) and Agent (as amended, restated, supplemented, or replaced from time to time, the “Term Loan Agreement”), whereby Lenders agreed to make certain financial accommodations available to the Loan Parties from time to time pursuant to the terms and conditions thereof;

WHEREAS, as security for the Obligations under the Term Loan Agreement, each Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights and patents, together with the goodwill of the business symbolized by such Grantor’s trademarks, copyrights and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Loan Parties under the Term Loan Agreement;

WHEREAS, it is understood that the relative rights and priorities of Agent in respect of the Collateral are governed by that certain Intercreditor Agreement dated as of the date hereof among Agent and PNC Bank, National Association, in its capacity as Revolving Loan Agent (as defined therein) for the Revolving Loan Secured Parties (as defined therein) (as amended, restated, supplemented or replaced from time to time, the “Intercreditor Agreement”).

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Term Loan Agreement. The Term Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Term Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Term Loan Agreement, each Grantor hereby grants to Agent, for the benefit of itself and Lenders, and hereby reaffirms its prior grant pursuant to the Term Loan Agreement of a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, copyright, copyright application, each patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks"; such copyrights and copyright applications, the "Copyrights"; and such patents and patent applications, the "Patents"), in each case, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; provided, however, that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or the marks that are the subject thereof under applicable federal law; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by any Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, Copyright or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Except as otherwise permitted under the Term Loan Agreement and the Intercreditor Agreement, each Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks, Copyrights or Patents without prior written consent of Agent.

4. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks, Copyrights and Patents listed on Schedule 1 attached hereto constitute all trademarks, trademark applications, copyrights, copyright applications, patents and patent applications owned or registered to such Grantor as of the date of this Agreement.

5. Authorization To Supplement. If any Grantor shall obtain rights to any new Trademarks, Patents or Copyrights, this Agreement shall automatically apply thereto, except to the extent excluded pursuant to Section 2(i) above. Without limiting any Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1, to include any such new Trademarks, Patents or Copyrights of any Grantor identified in a written notice provided by a Grantor. Notwithstanding the

foregoing, no failure to so modify this Agreement or amend Schedule 1 hereto shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademarks, Patents or Copyrights, whether or not listed on the schedules hereto.

6. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

7. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall be governed by and construed in accordance with the laws of the State of New York.


8. Intercreditor Agreement. Notwithstanding any other provision contained herein, this Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and the Intercreditor Agreement that relates solely to the rights or obligations of, or relationship between, Agent and the Lenders on the one hand, and the Revolving Loan Agent and the Revolving Loan Secured Parties on the other hand (as each such term is defined in the Intercreditor Agreement), the provisions of the Intercreditor Agreement shall control.

9. Termination. This Agreement and the Liens and security interests granted hereunder shall automatically terminate upon a termination of the Term Loan Agreement pursuant to and in accordance with Article 13 thereof.


[Signatures to appear on following page]

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.


TRANSTAR INDUSTRIES LLC

By: 
Name: Brian Castleberry
Title: Vice President


TRANSTAR AUTOBODY TECHNOLOGIES LLC

By: 
Name: Brian Castleberry
Title: Vice President


AXIOM AUTOMOTIVE TECHNOLOGIES LLC

By: 
Name: Brian Castleberry
Title: Vice President

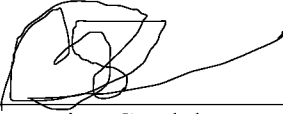
ATCO PRODUCTS LLC

By: 
Name: Brian Castleberry
Title: Vice President

DACCO LLC

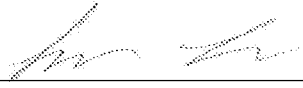
By: 
Name: Brian Castleberry
Title: Vice President

TRANS MART, INC.

By: 
Name: Brian Castleberry
Title: Vice President

Agreed and Accepted
As of the Date First Written Above

TCG SENIOR FUNDING L.L.C.,
as Agent

By: 

Name: Joshua Lefkowitz
Title: Managing Director

SCHEDULE 1¹**Trademarks**

Owner	Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
Transtar Autobody Technologies LLC	BODY-TEC	United States	74/2229202	12/11/91	1931852	10/31/95	Registered
Transtar Autobody Technologies LLC	BOND-TEC	United States	74/057933	05/11/90	1640116	04/09/91	Registered
Transtar Autobody Technologies LLC	EURO CLASSIC	United States	76/590388	05/04/04	3025477	12/13/05	Registered
Transtar Autobody Technologies LLC	EURO KWIK	United States	76/590386	05/04/04	3025476	12/13/05	Registered
Transtar Autobody Technologies LLC	FINISH TEC	United States	74/229203	12/11/91	1917076	09/05/95	Registered
Transtar Autobody Technologies LLC	AEROSOLVE PAINT-TO-SPEC AND DESIGN	United States	87/851717	3/27/2018	5705003	3/19/2019	Registered
Transtar Autobody Technologies LLC	HYDROBASE	United States	74/511970	04/13/94	1884484	03/21/95	Registered
Transtar Autobody Technologies LLC	HYDROFLEX	United States	74/511975	04/13/94	1890743	04/25/95	Registered
Transtar Autobody Technologies LLC	TRUE FINISH	United States	76/517822	05/29/03	3147099	09/26/06	Registered
Transtar Autobody Technologies LLC	ULTRA FLEX	United States	74/732458	09/20/95	1997058	08/27/96	Registered
Transtar Industries LLC	ENGINE WORKS	United States	76/510435	04/29/03	2878683	08/31/04	Registered
Transtar Industries LLC	TRANSTAR	United States	86522925	02/03/15	4888062	01/19/16	Registered
Transtar Industries LLC	ENGINE WORKS & DESIGN	United States	76/488125	02/07/03	2800078	12/30/03	Registered
Transtar Industries LLC	ENGINE	United States	76/486067	01/30/03	2800046	12/30/03	Registered

¹ Non U.S. registrations listed herein may be officially registered under the Owner's prior name.

Owner	Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
Transstar Industries LLC	WORKS NICKELS	United States	75/874517	12/17/99	2410617	12/05/00	Registered
Transstar Industries LLC	NICKELS PERFORMANCE	United States	76/487122	01/03/03	2790997	12/09/03	Registered
Transstar Industries LLC	TRANSTAR	United States	74/476371	12/30/93	1878571	02/14/95	Registered
Axiom Automotive Technologies LLC	ALL AUTOMATIC TRANSMISSION PARTS	United States	75904724	1/28/2000	2685157	2/11/2003	Registered
Axiom Automotive Technologies LLC	ALL TRANSMISSION PARTS	United States	75904206	1/27/2000	2685156	2/11/2003	Registered
Axiom Automotive Technologies LLC	AXIOM	United States	78441628	6/25/2004	3294656	9/18/2007	Registered
Axiom Automotive Technologies LLC	AXIOM	United States	78976373	6/25/2004	3726782	12/15/2009	Registered
Axiom Automotive Technologies LLC	AXIOM	United States	78977669	6/25/2004	3197696	1/09/2007	Registered
Axiom Automotive Technologies LLC	AXIOM	United States	78880350	5/10/2006	3213344	2/27/2007	Registered
Axiom Automotive Technologies LLC	AXIOM ESOURCE	United States	78720348	9/26/2005	3181997	12/05/2006	Registered
Axiom Automotive Technologies LLC	TRANS MART	United States	74234445	12/31/1991	1744938	1/05/1993	Registered
Axiom Automotive Technologies LLC	TRANS MART	United States	76978206	5/20/2004	3139694	9/05/2006	Registered
Atco Products LLC	AIR-O-CRIMP (Stylized)	United States	76578034	02/23/2004	3068769	03/14/06	Registered
DACCO LLC	PERFORMANCE PLUS	United States	78687476	08/08/2005	3210382	02/20/07	Registered
DACCO LLC	DACCO	United States	74303871	08/12/1992	1763304	04/06/93	Registered
Transstar Autobody Technologies LLC	CLEARSYSTEM and design	United States	88/612871	9/11/2019	N/A	N/A	Statement of Use Required
Transstar Autobody Technologies LLC	PARAGON	United States	88/916609	5/14/2020	6210943	12/1/20	Pending
Transstar Autobody Technologies LLC	PALADIN	United States	90/081475	7/29/2020	N/A	N/A	Pending
Transstar Industries LLC	FINISH TEC	Australia	677843	11/10/1995	677843	1/31/97	Registered

Owner	Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
Transtar Industries LLC	TRANSTAR	Australia	1408939	02/15/2011	1408939	02/15/11	Registered
Transtar Industries LLC	TRANSTAR	Bahrain	682/94	6/8/1994	17603	06/08/94	Registered
Transtar Industries LLC	TRANSTAR	Benelux	804550	10/08/93	542568	10/08/93	Registered
Transtar Industries LLC	TRANSTAR	Canada	0740371	11/01/93	TMA523143	02/15/00	Registered
Transtar Autobody Technologies LLC	EURO CLASSIC	Canada	1218831	06/02/04	TMA651015	10/20/05	Registered
Transtar Autobody Technologies LLC	EURO KWIK	Canada	1218834	06/02/04	TMA651008	10/20/05	Registered
Transtar Industries LLC	TRANSTAR	Chile	558.340	N/A	640.450	08/28/02	Registered
Transtar Industries LLC	TRANSTAR	China	9900064496	06/08/1999	1802134	07/07/02	Registered
Transtar Industries LLC	TRANSTAR	Colombia	03029188	04/07/03	285022	06/28/04	Registered
Transtar Industries LLC	TRANSTAR	CTM (European Union)	38011	04/28/98	000808675	04/28/98	Registered
Transtar Industries LLC	TRANSTAR	Hong Kong	11170/93	10/20/93	03919/1995	10/20/00	Registered
Transtar Industries LLC	TRANSTAR	India	956106	09/14/00	956106	09/14/97	Registered
Transtar Industries LLC	TRANSTAR	Indonesia	D00-23844	10/12/00	IMD000313337	10/12/00	Registered
Transtar Industries LLC	TRANSTAR	Israel	131308	N/A	131308	10/10/96	Registered
Transtar Industries LLC	TRANSTAR	Japan	106353/1993	10/20/93	4607733	09/27/02	Registered
Transtar Industries LLC	TRANSTAR	Korea	93-35959	10/18/1993	301319	11/02/94	Registered
Transtar Industries LLC	TRANSTAR	Kuwait	39484	04/05/98	34081	04/05/98	Registered
Transtar Industries LLC	TRANSTAR	Lebanon	427/213102	01/11/94	62309	01/11/94	Registered
Transtar Industries LLC	TRANSTAR	Mexico	180208	10/07/1993	915960	1/23/2006	Registered
Transtar Industries LLC	TRANSTAR ESOURCE	Mexico	922425	3/25/2008	1149812	3/23/2010	Registered
Transtar Industries LLC	TRANSTAR	Malaysia	2000/13875	10/4/2000	00013875	10/22/2008	Registered
Transtar Industries LLC	TRANSTAR	Norway	99/09896	9/29/1999	201.606	02/17/00	Registered
Transtar Industries LLC	TRANSTAR	Peru	092249	9/28/1999	61417	02/28/00	Registered
Transtar Industries LLC	TRANSTAR	Philippines	4-1999-005612	8/4/1999	4-199-05612	02/26/07	Registered
Transtar Industries LLC	TRANSTAR	Russia	99717645	N/A	202600	10/28/99	Registered
Transtar Industries LLC	TRANSTAR	Saudi Arabia	22741	10/25/93	32036	09/19/94	Registered
Transtar Industries LLC	TRANSTAR	Singapore	S/7895/93	10/09/93	T93/07895F	10/09/93	Registered
Transtar Industries LLC	TRANSTAR	South Africa	93/9060	10/08/93	93/9060	10/08/93	Registered
Transtar Industries LLC	TRANSTAR	Switzerland	54837/2015	4/23/15	675716	7/22/15	Registered

Owner	Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
Transtar Industries LLC	TRANSTAR & DESIGN	Taiwan	(89)13659	3/16/2000	970775	11/16/01	Registered
Transtar Industries LLC	TRANSTAR	Thailand	431234	09/04/00	KOR139434	09/04/00	Registered
Transtar Industries LLC	TRANSTAR	Trinidad / Tobago	30130	11/12/99	30130	11/12/99	Registered
Transtar Industries LLC	TRANSTAR	United Arab Emirates	6789	06/28/94	19387	06/28/1994	Registered
Transtar Industries LLC	TRANSTAR	United Kingdom	1550117	10/08/2000	1550117	10/08/00	Registered
Transtar Industries LLC	SMART-GUARD	China	02/14/2012	10485196	10485195	04/07/2013	Registered
Transtar Industries LLC	SMART-GUARD	Mexico	M1238618	01/02/2012	1290011	06/11/2012	Registered
Transtar Industries LLC	SMART-GUARD	Mexico	M1238627	01/02/2012	1288227	5/30/2012	Registered
Transtar Industries LLC	TRANSTAR	Venezuela	20322/93	11/9/1993	P185.562	02/09/96	Registered
Axiom Automotive Technologies LLC	AXIOM	Argentina	2562845	12/22/2004	2142273	02/14/2007	Registered
Axiom Automotive Technologies LLC	AXIOM	Australia	1035719	06/25/2004	1035719	12/23/2004	Registered
Axiom Automotive Technologies LLC	AXIOM	Canada	1241750	12/22/2004	TMA720346	8/6/2008	Registered
Axiom Automotive Technologies LLC	AXIOM	Chile	670703	12/24/2004	726705	6/02/2005	Registered
Axiom Automotive Technologies LLC	AXIOM	Ecuador	152216	12/23/2004	2384	07/15/2005	Registered
Axiom Automotive Technologies LLC	AXIOM	Ecuador	152215	12/23/2004	2383	07/15/2005	Registered
Axiom Automotive Technologies LLC	AXIOM	Ecuador	152214	12/23/2004	2382	07/15/2005	Registered
Axiom Automotive Technologies LLC	AXIOM	Ecuador	152213	12/23/2004	2381	07/15/2005	Registered
Axiom Automotive Technologies LLC	AXIOM	European Community	4214573	12/22/2004	4214573	3/15/2006	Registered
Axiom Automotive Technologies LLC	AXIOM	Hong Kong	300342161	12/22/2004	300342161	12/22/2004	Registered
Axiom Automotive Technologies LLC	AXIOM	Indonesia	3769438117	12/23/2004	IDM000090303	09/22/2006	Registered
Axiom Automotive Technologies LLC	AXIOM	Indonesia	3769538118	12/23/2004	IDM000090304	09/22/2006	Registered
Axiom Automotive	AXIOM	Indonesia	3769638119	12/23/2004	IDM000090305	09/22/2006	Registered

Owner	Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
Technologies LLC							
Axiom Automotive Technologies LLC	AXIOM	Indonesia	3769638120	12/23/2004	IDM000090306	09/22/2006	Registered
Axiom Automotive Technologies LLC	AXIOM	Israel	177141	12/23/2004	177141	2/8/2006	Registered
Axiom Automotive Technologies LLC	AXIOM	Israel	177142	12/23/2004	177142	2/8/2006	Registered
Axiom Automotive Technologies LLC	AXIOM	Israel	177143	12/23/2004	177143	2/8/2006	Registered
Axiom Automotive Technologies LLC	AXIOM	Republic of Korea	40200458069	12/24/2004	40-669204	07/05/2006	Registered
Axiom Automotive Technologies LLC	AXIOM	Malaysia	0420230	12/22/2004	0420230	06/25/2004	Registered
Axiom Automotive Technologies LLC	AXIOM	Malaysia	0420229	12/22/2004	0420229	06/25/2004	Registered
Axiom Automotive Technologies LLC	AXIOM	Malaysia	0420228	12/22/2004	0420228	06/25/2004	Registered
Axiom Automotive Technologies LLC	AXIOM	Malaysia	04020231	12/22/2004	04020231	03/03/2007	Registered
Axiom Automotive Technologies LLC	AXIOM	Mexico	694716	1/03/2005	893,043	06/28/2005	Registered
Axiom Automotive Technologies LLC	AXIOM	Mexico	694718	1/03/2005	694,718	06/13/2008	Registered
Axiom Automotive Technologies LLC	AXIOM	Mexico	694715	1/03/2005	912,582	1/3/2005	Registered
Axiom Automotive Technologies LLC	TRANS MART	Puerto Rico	205308-35-1	6/23/2014	206620	11/12/2015	Registered
Axiom Automotive Technologies LLC	AXIOM	Saudi Arabia	93975	12/25/2004	854/67	07/26/2006	Registered
Axiom Automotive Technologies LLC	AXIOM	Saudi Arabia	93976	12/25/2004	851/79	07/08/2006	Registered
Axiom Automotive Technologies LLC	AXIOM	Saudi Arabia	93977	12/25/2004	851/80	07/08/2006	Registered
Axiom Automotive Technologies LLC	AXIOM	Singapore	T04225991	12/23/2004	T04225991	6/06/2006	Registered
Axiom Automotive Technologies LLC	AXIOM	Singapore	T042260H	12/23/2004	T0422600H	8/17/2005	Registered

Owner	Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
Axiom Automotive Technologies LLC	AXIOM	Singapore	T04222602D	12/23/2004	T04222602D	3/07/2006	Registered
Axiom Automotive Technologies LLC	AXIOM	Switzerland	588452004	12/22/2004	533631	5/18/05	Registered
Axiom Automotive Technologies LLC	AXIOM	Thailand	577264	12/27/2004	KOR233579	1/16/2006	Registered
Axiom Automotive Technologies LLC	AXIOM	Thailand	577265	12/27/2004	KOR236584	2/23/2006	Registered
Axiom Automotive Technologies LLC	AXIOM	Turkey	200442736	12/23/2004	200442736	12/23/2004	Registered
Axiom Automotive Technologies LLC	AXIOM	Uruguay	359204	12/23/2004	359204	10/21/2005	Registered

SCHEDULE 1 CONT'D

Copyrights^{2,3,4}

Jurisdiction	Claimant	Title	Copyright No.	Reg. Date
United States	TRANSTAR INDUSTRIES LLC	Nickels performance warehouse: Nickels Performance & Off Road Warehouse Catalog.	TX-3-015-481	02/22/91
United States	TRANSTAR INDUSTRIES LLC	Nickels performance warehouse: Nickels Performance & Off Road Warehouse Catalog.	TX-3-015-485	02/22/91
United States	TRANSTAR INDUSTRIES LLC	Nickels performance warehouse: Nickels Performance & Off Road Warehouse Catalog.	TX-3-015-486	02/22/91
United States	TRANSTAR INDUSTRIES LLC	Nickels performance warehouse: Nickels Performance & Off Road Warehouse Catalog.	TX-2-231-325	01/11/88
United States	TRANSTAR INDUSTRIES	Nickels performance warehouse: Nickels Performance & Off Road Warehouse Catalog.	TX-2-246-	02/12/88

² Transtar Industries Inc. to file assignments of ownership to Nickels Performance Systems, Inc. post-closing.

³ Transtar Industries LLC to file entity conversion from Transtar Industries Inc. post-closing.

⁴ Axiom Automotive Technologies, LLC to file assignments of ownership to ATC Distribution Group, Inc. post-closing.

Jurisdiction	Claimant	Title	Copyright No.	Reg. Date
United States	LLC		090	
United States	TRANSTAR INDUSTRIES LLC	Nickels performance warehouse: Nickels Performance & Off Road Warehouse Catalog.	TX-2-266-925	03/04/88
United States	TRANSTAR INDUSTRIES LLC	Nickels performance warehouse: Nickels Performance & Off Road Warehouse Catalog.	TX-2-295-865	04/12/88
United States	TRANSTAR INDUSTRIES LLC	Nickels performance warehouse: Nickels Performance & Off Road Warehouse Catalog.	TX-2-407-500	07/12/88
United States	TRANSTAR INDUSTRIES LLC	Nickels performance warehouse: Nickels Performance & Off Road Warehouse Catalog.	TX-2-422-122	08/05/88
United States	TRANSTAR INDUSTRIES LLC	Nickels performance warehouse: Nickels Performance & Off Road Warehouse Catalog.	TX-2-471-713	09/20/88
United States	TRANSTAR INDUSTRIES LLC	Nickels performance warehouse: Nickels Performance & Off Road Warehouse Catalog.	TX-2-432-156	10/12/88
United States	TRANSTAR INDUSTRIES LLC	Nickels performance warehouse: Nickels Performance & Off Road Warehouse Catalog.	TX-2-434-905	11/14/88
United States	TRANSTAR INDUSTRIES LLC	Nickels performance warehouse: Nickels Performance & Off Road Warehouse Catalog.	TX2-456-496	12/05/88
United States	TRANSTAR INDUSTRIES LLC	Nickels performance warehouse: Nickels Performance & Off Road Warehouse Catalog.	TX-2-474-206	01/09/89
United States	TRANSTAR INDUSTRIES LLC	Nickels Performance & Off-Road Warehouse Catalog.	TX-2-568-183	04/17/1989
United States	TRANSTAR INDUSTRIES LLC	Nickels Performance & Off-Road Warehouse Catalog.	TX-2-550-082	04/20/1989
United States	TRANSTAR INDUSTRIES LLC	Nickels Performance & Off-Road Warehouse Catalog.	TX-2-534-646	04/17/1989
United States	TRANSTAR INDUSTRIES LLC	Nickels Performance & Off-Road Warehouse Catalog.	TX-2-561-900	05/09/1989
United States	TRANSTAR INDUSTRIES LLC	Nickels Performance & Off-Road Warehouse Catalog.	TX-2-592-484	06/20/1989
United States	TRANSTAR INDUSTRIES LLC	Nickels Performance & Off-Road Warehouse Catalog.	TX-2-626-179	08/23/1989
United States	TRANSTAR INDUSTRIES LLC	Nickels Performance & Off-Road Warehouse Catalog.	TX-2-614-408	08/08/1989
United States	TRANSTAR INDUSTRIES LLC	Nickels Performance & Off-Road Warehouse Catalog.	TX-2-632-964	09/11/1989
United States	TRANSTAR INDUSTRIES	Nickels Performance & Off-Road Warehouse Catalog.	TX-2-657-	10/10/1989

Jurisdiction	Claimant	Title	Copyright No.	Reg. Date
United States	LLC		248	
United States	TRANSTAR INDUSTRIES LLC	Nickels Performance & Off-Road Warehouse Catalog.	TX-2-689-511	11/15/1989
United States	TRANSTAR INDUSTRIES LLC	Nickels Performance & Off-Road Warehouse Catalog.	TX-2-700-729	12/08/1989
United States	TRANSTAR INDUSTRIES LLC	Nickels Performance & Off-Road Warehouse Catalog.	TX-2-734-084	01/16/1990
United States	TRANSTAR INDUSTRIES LLC	Nickels Performance & Off-Road Warehouse Catalog.	TX-2-760-596	02/26/1990
United States	TRANSTAR INDUSTRIES LLC	Nickels Performance & Off-Road Warehouse Catalog.	TX-2-770-082	03/19/1990
United States	TRANSTAR INDUSTRIES LLC	Nickels Performance & Off-Road Warehouse Catalog.	TX-2-803-119	03/31/1990
United States	TRANSTAR INDUSTRIES LLC	Nickels Performance Warehouse Catalog.	TX-2-859-046	06/13/1990
United States	TRANSTAR INDUSTRIES LLC	Nickels Performance Warehouse Catalog.	TX-2-859-085	07/11/1990
United States	TRANSTAR INDUSTRIES LLC	Nickels Performance Warehouse Catalog.	TX-2-911-088	08/14/1990
United States	TRANSTAR INDUSTRIES LLC	Nickels Performance Warehouse Catalog.	TX-2-929-212	09/11/1990
United States	TRANSTAR INDUSTRIES LLC	Nickels Performance Warehouse Catalog.	TX-2-932-554	10/23/1990
United States	TRANSTAR INDUSTRIES LLC	Nickels Performance Warehouse Catalog.	TX-2-935-278	11/21/1990
United States	TRANSTAR INDUSTRIES LLC	Replacement parts for automotive transmissions, 2000	TX-5-371-161	04/13/01
United States	TRANSTAR INDUSTRIES LLC	Replacement parts for automotive transmissions 1999	TX-5-086-596	11/04/99
United States	TRANSTAR INDUSTRIES LLC	Replacement parts for Allison Transmissions	TX-5-003-329	07/26/99
United States	TRANSTAR INDUSTRIES LLC	Replacement parts for automotive transmissions, 1997	TX-4-630-173	08/19/97
United States	TRANSTAR INDUSTRIES LLC	Transtar Industries, Inc.: Automatic transmission parts	TX 4-384-166	10/02/96
United States	TRANSTAR INDUSTRIES	Transtar training manual	TX-4-153-	12/14/95

Jurisdiction	Claimant	Title	Copyright No.	Reg. Date
United States	LLC		615	
United States	TRANSTAR INDUSTRIES LLC	Replacement parts for automotive transmissions, 1995	TX-4-071-336	07/25/95
United States	TRANSTAR INDUSTRIES LLC	Automatic transmission thimble type screens/filters for General Motors, Ford, Chrysler	TX-4-043-794	02/23/95
United States	TRANSTAR INDUSTRIES LLC	Heavy duty HI performance universal joints	TX-3-933-405	02/23/94
United States	TRANSTAR INDUSTRIES LLC	Automatic transmission filter kits : for imported and domestic cars	TX-3-648-499	09/29/93
United States	TRANSTAR INDUSTRIES LLC	Truckraft parts catalog Allison	TX-3-596-089	07/09/93
United States	TRANSTAR INDUSTRIES LLC	Replacement parts for automotive transmissions, 1993	TX-3-484-743	03/01/93
United States	TRANSTAR INDUSTRIES LLC	Supplemental mount listings	TX-3-427-677	11/05/92
United States	TRANSTAR INDUSTRIES LLC	Replacement parts for Allison automatic transmissions	TX 3-349-622	07/22/92
United States	TRANSTAR INDUSTRIES LLC	Replacement parts for automotive transmissions	TX-3-051-602	03/15/91
United States	TRANSTAR INDUSTRIES LLC	RAP automatic transmission replacement parts : catalog no. RAP-1	TX-3-044-645	03/14/91
United States	TRANSTAR INDUSTRIES LLC	Replacement parts for Allison transmissions	TX-2-883-465	07/16/90
United States	TRANSTAR INDUSTRIES LLC	Replacement parts for Allison transmissions	TX 2-463-680	11/07/88
United States	TRANSTAR INDUSTRIES LLC	Automatic transmission replacement parts : catalog no. ATQ-89	TX-2-675-005	11/04/88
United States	TRANSTAR INDUSTRIES LLC	Lube-Tech automatic transmission filter kits	TX-2-525-710	09/29/88
United States	TRANSTAR INDUSTRIES LLC	Automatic transmission parts : catalog no. ATP-88/89	TX-2-496-003	11/04/88
United States	TRANSTAR INDUSTRIES LLC	Replacement parts for automatic 88/89 transmissions : catalog no. AT89	TX-2-496-002	11/04/88
United States	TRANSTAR INDUSTRIES LLC	Automatic transmission filter kits	TX-2-524-690	09/29/88
United States	TRANSTAR INDUSTRIES	Automatic transmission filter kits	TX-2-524-	09/29/88

Jurisdiction	Claimant	Title	Copyright No.	Reg. Date
United States	LLC		689	
United States	TRANSTAR INDUSTRIES LLC	Automatic transmission parts : 1988 catalog AT-88M	TX-2-289-062	04/07/88
United States	TRANSTAR INDUSTRIES LLC	Transtar employee handbook	TX-2-194-196	11/19/87
United States	TRANSTAR INDUSTRIES LLC	Standard (manual shift) clutch, transmission, transfer case replacement parts	TX 2-120-702	07/17/87
United States	TRANSTAR INDUSTRIES LLC	Transtar Industries, Inc.: Automatic transmission parts	TX 1-990-248	02/05/87
United States	TRANSTAR INDUSTRIES LLC	Standard (manual shift) clutch, transmission, transfer case replacement parts	TX 1-928-567	10/10/86
United States	TRANSTAR INDUSTRIES LLC	Replacement parts for Allison transmissions	TX 1-823-897	06/09/86
United States	TRANSTAR INDUSTRIES LLC	Transtar Industries, Inc.: Automatic transmission parts	TX 1-769-357	03/06/86
United States	TRANSTAR INDUSTRIES LLC	Transtar Industries, Inc., automatic transmission filter kits charts.	TX-1-553-888	04/04/85
United States	TRANSTAR INDUSTRIES LLC	Transtar Industries, Inc.: Automatic transmission parts	TX 1-441-704	10/09/84
United States	TRANSTAR INDUSTRIES LLC	Transtar Industries, Inc.: Magnum automotive replacement parts, automatic transmission parts	TX 1-324-650	04/23/84
United States	TRANSTAR INDUSTRIES LLC	Transtar Industries, Inc.: Automatic transmission parts for General Motors, Ford, Chrysler & A M C, European, Japanese passenger cars & light trucks.	TX 1-315-899	03/29/84
United States	TRANSTAR INDUSTRIES LLC	Transtar Industries, Inc.: Flywheel assemblies for passenger cars & light trucks	TX 1-234-338	11/25/83
United States	TRANSTAR INDUSTRIES LLC	Transtar Industries, Inc.: Replacement parts for Allison transmissions : AT 540 series, MT 600 series, HT 700 series	TX 1-198-285	09/29/83
United States	TRANSTAR INDUSTRIES LLC	Automatic transmission replacement parts	TX 997-115	04/20/82
United States	TRANSTAR INDUSTRIES LLC	Automatic transmission replacement parts	TX 448-733	12/07/79
United States	TRANSTAR INDUSTRIES LLC	Automatic transmission replacement parts : catalog no. AT89	TX-2-624-532	11/04/88
United States	TRANSTAR INDUSTRIES LLC	Vehicle Parts Packaging	VA-1-944-315	01/06/15

Jurisdiction	Claimant	Title	Copyright No.	Reg. Date
United States	TRANSTAR INDUSTRIES LLC	2012 torque converter catalog	TX-7-617-733	10/29/12
United States	Axiom Automotive Technologies LLC	Photographic collection of transmission parts identification binder	V/Au-644-275	3/14/2005
United States	Axiom Automotive Technologies LLC	Photographic series of transmission parts identification binder	VA-1-292-130	3/14/2005
United States	Axiom Automotive Technologies LLC	Axiom Automotive Technologies automatic transmission parts catalog	TX-6-191-102	04/27/2005
United States	Axiom Automotive Technologies LLC	ATCDG 280PS test protocol	TXu-1-183-925	6/25/2004
United States	Axiom Automotive Technologies LLC	Transmission parts catalog	TX-5-403-356	6/15/2001
United States	Axiom Automotive Technologies LLC	Automatic transmission components catalog	TX-5-406-121	6/29/2001
United States	Axiom Automotive Technologies LLC	Transmission components catalog	TX-5-406-120	6/28/2001
United States	Axiom Automotive Technologies LLC	Transmission parts catalog	TX-5-420-229	6/28/2001
United States	Axiom Automotive Technologies LLC	Number system	TX-5-328-233	6/26/2001
United States	Axiom Automotive Technologies LLC	Transmission components catalog	TX-5-328-232	6/26/2001
United States	Axiom Automotive Technologies LLC	Automatic transmission parts catalog	TX-5-067-041	6/05/2000
United States	Trans Mart, Inc.	Trans Mart, Inc.: automotive replacement parts	TX-3-653-088	10/08/2003
United States	DACCO LLC	Dacco, Inc., converters	TX-499-708	06/12/80
United States	DACCO LLC	T P W mini-catalog	TX-936-062	07/07/82
United States	DACCO LLC	Converters, 1992	TX-3-292-741	03/30/92
United States	DACCO LLC	Dacco, Inc. performance plus: torque converters	TX-3-426-355	09/25/92
United States	DACCO LLC	CV axle shafts, 1995	TX-4-031-773	05/02/95
United States	DACCO LLC	DACCO, Inc. CV axle shafts, 1996: catalog	TX-4-173-747	06/10/96

Jurisdiction	Claimant	Title	Copyright No.	Reg. Date
United States	DACCO LLC	Dacco, Inc. converters: foreign car application supplement [sic] Serial	TX 596-748	12/12/80
United States	DACCO LLC	Dacco, Inc. converters: [catalog] Serial	TX 1-366-496	05/07/84
United States	DACCO LLC	Converter supplement/Dacco, Inc. Serial	TX 794-997	11/02/81

SCHEDULE 1 CONT'D

Patents

Owner	Title	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
Axiom Automotive Technologies LLC	Automatic Transmission and Gear Train	11565304	11/30/2006	7527577	05/05/09	Issued