

MRP 5-19-98

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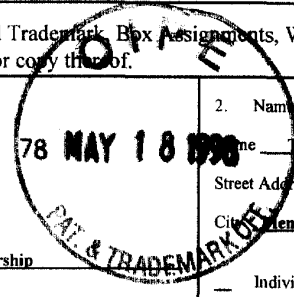
Docket No. 18610.0532

SHAW PITTMAN POTTS & TROWBRIDGE
TRADEMARK ASSIGNMENT RECORDATION FORM COVER SHEET

To the Honorable Commissioner of Patents and Trademark, Box Assignments, Washington, D.C. 20231.
Please record the attached original documents or copy them of.

1. Name of conveying party(ies):
Truckpro Limited Partnership
 ___ Individual(s)
 ___ Association
 Partnership - Type Arkansas Limited Partnership
 ___ Corporation
 ___ Other
 Additional name(s) of conveying party(ies) attached? ___ Yes No

2. Name and address of receiving party(ies):
Truckzone, Inc.
 Street Address 123 S. Front Street
 City Memphis State Tennessee Zip 38103
 ___ Individual(s) citizenship
 ___ Association
 ___ General Partnership
 ___ Limited Partnership



3. Nature of conveyance:
 Assignment
 ___ Security Agreement
 ___ Other
 ___ Merger
 ___ Change of Name
 Execution Date May 1, 1998

Corporation Nevada
 ___ Other
 If assignee is not domiciled in the United States, a domestic representative designation is attached: ___ Yes No
 (Designation must be a separate document from Assignment)
 Additional name(s) & address(es) attached? ___ Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) App. Ser. No. 75/099,993 (TRUCKPRO)
75/100,779 (TRUCKPRO PARTS WAREHOUSE)
75/109,825 (TRUCKPRO PARTS STORE)

B. Trademark Registration No.(s)
1,071,956 (TRUCKPRO HEAVY DUTY PROFESSIONALS)
2,092,679 (TECHAIR)
2,059,105 (ARMADA)
 Additional numbers attached: ___ Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name David J. Cho, Esq.
 Internal Address Shaw Pittman Potts & Trowbridge
 Street Address 2300 N Street, NW
 City Washington State D.C. Zip 20037-1128

6. Total number of applications and registrations involved: 6
 7. Total fees (37 CFR 3.41): **\$ 165.00**
 Enclosed
 ___ Authorized to be charged to deposit account
 8. Deposit account number:
 (Attach duplicate copy of this page if paying by deposit account)

05/29/1998 DCOATES 00000135 75099993
 01 FC:488 40.00 OP
 02 FC:488 125.00 OP

DO NOT USE THIS SPACE

9. Statement and signature
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
David J. Cho Name of Person Signing
David J. Cho Signature
5/18/98 Date

Total number of pages including cover sheet, attachments, and document: 6

ASSIGNMENT

WHEREAS, TRUCKPRO LIMITED PARTNERSHIP, is a partnership organized and existing under the laws of the State of Arkansas having an address at 1100 North University Avenue, Suite One, Little Rock, Arkansas, 72207, United States of America, whose general partners are TruckPro Parts, Inc., a corporation organized and existing under the laws of the State of Arkansas having an address at 1100 North University Avenue, Suite One, Little Rock, Arkansas, 72207; Coral Three Corporation, a corporation organized and existing under the laws of the State of Arkansas having an address at 111 Center Street, Suite 2500, Little Rock, Arkansas, 72201; and Dawson Capital Corporation, a corporation organized and existing under the laws of the State of Arkansas having an address at 1100 North University Avenue, Suite One, Little Rock, Arkansas, 72207 (hereinafter "ASSIGNOR");

WHEREAS, ASSIGNOR through a predecessor in interest acquired, used and is using and is the owner to the best of its knowledge of the trademarks and service marks set forth on Schedule A hereto in connection with the goods and services described therein (hereinafter the "Marks"), together with the goodwill of the business in connection with which the Marks have been used and the United States Trademark Registrations and Applications for Registration set forth on Schedule A; and

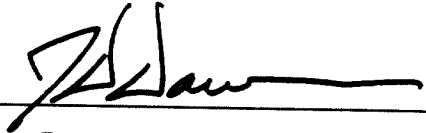
WHEREAS, TRUCKZONE, INC., a corporation duly organized and existing under the laws of the State of Nevada and having an address at 123 S. Front Street, Memphis, Tennessee 38103, United States of America (hereinafter "ASSIGNEE"), desires to acquire the Marks, together with the goodwill symbolized thereby and the Registrations and Applications for Registration listed on Schedule A.

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and conveys to ASSIGNEE, ASSIGNOR'S entire right, title and interest in and to the Marks, the goodwill symbolized thereby, and the Registrations and Applications for Registration listed on Schedule A, free and clear of all liens and encumbrances, other than Permitted Encumbrances as set forth in the Purchase Agreement, together with the right to recover for past acts of infringement.

ASSIGNOR confirms that to the best of its knowledge, it is the owner of the Marks and is the holder of record title to the Registrations and Applications for Registration as listed on Schedule A, that ASSIGNOR has full power to make this Assignment, and that ASSIGNOR will execute such further assignments and related documents with respect to the Marks and the Registrations and Applications for Registration listed on Schedule A as ASSIGNEE may reasonably request.

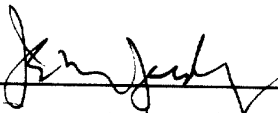
IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be executed by
its duly authorized officer this 15 day of February, 1998.

TRUCKPRO LIMITED PARTNERSHIP,
TruckPro Parts, Inc., general
partner

By: 


Title: President

TRUCKPRO LIMITED PARTNERSHIP,
Coral Three Corporation, general
partner

By: 

Title: President

TRUCKPRO LIMITED PARTNERSHIP,
Dawson Capital Corporation,
general partner

By: 

Title: President

STATE OF ARKANSAS)
) ss.
COUNTY OF PULASKI)

Signed and sworn to before me this 1st day of MAY, 1998.

Cynthia J. Balleny
Notary Public

My Commission Expires:

2/1-2006

SEAL

SCHEDULE A

U.S. Registration No.

Mark

1,071,956

TRUCKPRO HEAVY DUTY PROFESSIONALS

2,092,679

TECHAIR

2,059,105

ARMADA

U.S. Application Serial No.

Mark

75/099,993

TRUCKPRO

75/100,779

TRUCKPRO PARTS WAREHOUSE

75/109,825

TRUCKPRO PARTS STORE