

10-09-1998

FORM PTO-1594
1-31-92



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Y

Tab settings

100846824

To the Honorable Commissioner of Patents and Trademarks, please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

AP PARTS MANUFACTURING COMPANY

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: GOERLICH'S, INC.
 Internal Address: _____
 Street Address: 2624 W. Lincoln Hwy.
 City: Merrillville State: IN ZIP: 46410

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: May 29, 1998

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

Exhibit 1 (attached)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: George Pappas

Internal Address: _____

Street Address: 919 S. Harrison St.
Suite 300

City: Fort Wayne State: IN ZIP: 46802

6. Total number of applications and registrations involved: 96

7. Total fee (37 CFR 3.41): \$ 2,415.00

Enclosed Check No. 13221

Authorized to be charged to deposit account

8. Deposit account number: 16-0248

(Attach duplicate copy of this page if paying by deposit account)

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.

George Pappas
Name of Person Signing

[Signature]
Signature

09/28/98
Date

Total number of pages comprising cover sheet: 2

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

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TRADEMARK

REEL: 1798 FRAME: 0776

MRD 10/1/98

10/08/1998 TTUM11

01 FC:481
02 FC:482

SCHEDULE A

TRADEMARKS

Five (5) additional pages attached hereto and being the same pages as pages 2 thru 6 of Schedule 1.2(e) of the Asset Purchase Agreement dated April 2, 1998, between Assignor and Assignee.

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Mark	Des.	Country	App. No.	App. Date	Reg. No.	Reg. Dt.	Renewal Dt.	Cl.	Similar	Doclet No.
6539	AFT	USA	74/141,257	22FE1991	1,711,519	01SE1992	01SE2002	12		
6540	AFT	USA	74/124,279	18DE1990	1,732,863	17NO1992	17NO2002	12		
6543	AFT	USA	74/129,159	09JA1991	1,711,509	01SE1992	01SE2002	12		
6544	AFT	USA	74/128,160	07JA1991	1,729,174	03NO1992	03NO2002	12		
6550	AFT	USA	74/134,820	30JA1991	1,711,514	01SE1992	01SE2002	12		
6560	AFT	USA	74/130,374	14JA1991	1,711,511	01SE1992	01SE2002	12		
6651	AFT	USA	74/145,609	07MR1991	1,711,522	01SE1992	01SE2002	12		
6653	AFT	USA	74/177,305	19JE1991	1,732,870	17NO1992	17NO2002	12		
6655	AFT	USA	74/133,446	25JA1991	1,715,462	15SE1992	15SB2002	12		
6656	AFT	USA	74/143,349	01MR1991	1,711,521	01SE1992	01SE2002	12		
990	AFT	USA	262,748	19MY1980	1,187,544	26JA1982	26JA2002	12		
AMERICA STOPS HERE FOR QUALITY	AFT	USA	74/442,586	30SE1993	1,850,897	23AU1994	23AU2004	37		
BIG G	AFT	Canada	386145	23MY1975	1MA212435	27FE1976	27PR2006			
CHALLENGE	AFT	USA	74/215,457	25OC1991	1,749,360	26JA1993	26JA2003	12		
CHALLENGE PREMIUM MUFFLER LINE	AFT	USA	74/215,460	25OC1991	1,745,161	05JA1993	05JA2003	12		
COLUMBUS	AFT	USA	722,216	14AP1988	1,546,303	04JL1989	04JL2009	12		
COMPETITOR	AFT	USA	531,970	12AP1985	1,397,562	17JE1986	17JE2006	12		
CREST & DESIGN	AFT	USA	168,406	08MY1963	764,636	11FE1964	11FE2004	23		
CREST & DESIGN	AFT	USA	193,662	18MY1964	783,544	19JA1965	19JA2005	19		
DYNATONB	AFT	USA	644,161	11FB1987	1,455,172	01SE1987	01SE2007	12		
DYNATONB & DESIGN	AFT	USA	647,651	04MR1987	1,459,974	06OC1987	06OC2007	12		
ENFORCER	AFT	USA	158,972	16FE1978	1,102,071	12SE1978	12SE1998	12		
ENFORCER & DESIGN	AFT	USA	627,553	29OC1986	1,444,045	23JE1987	23JE2007	12		
FOR THE SMOOTHEST RIDE ACROSS AMERICA	AFT	USA	74/442,563	30SE1993	1,850,896	23AU1994	23AU2004	37		
G & DESIGN	AFT	USA	482,722	30MY1984	1,323,083	05MR1985	05MR2005	12		

Trademark Report - After Market

03/31/98

AP PARTS MANUFACTURING, INC.

Trademark Report - After Market

March 27, 1998

Mark	Des.	Country	App. No.	App. Date	Reg. No.	Reg. Dt.	Reheval. Dt.	Cl.	Status	Docket No.
UNITED PARTS										
2943	AFT	Mexico	168597	25MY1993	473428	14SR1994	25MY2003	12		
2976	AFT	USA	74/359,633	16PB1993	1,793,599	21SE1993	21SE2003	12		
3006	AFT	USA	74/359,632	16PE1993	1,793,598	21SE1993	21SE2003	12		
3054	AFT	USA	74/359,635	16PE1993	1,793,600	21SB1993	21SE2003	12		
3158	AFT	USA	74/500,704	16MR1994	1,879,521	21FE1995	21FE2005	7		
3159	AFT	USA	74/357,281	09FB1993	1,794,872	28SB1993	28SE2003	12		
3164	AFT	USA	74/357,175	09FE1993	1,802,015	02NO1993	02NO2003	12		
3188	AFT	USA	74/535,466	09JE1994	1,900,360	20JE1995	20JE2005	7		
3197	AFT	USA	74/536,426	13JE1994	1,900,361	20JE1995	20JE2005	7		
3204	AFT	USA	74/538,909	17JE1994	1,900,364	20JE1995	20JB2005	7		
3216	AFT	USA	74/359,634	16FE1993	1,796,336	05OC1993	05OC2003	12		
3217	AFT	USA	74/357,170	09FE1993	1,794,691	28SE1993	28SE2003	7		
3226	AFT	USA	74/359,022	16FB1993	1,794,875	28SE1993	28SE2003	12		
3241	AFT	USA	74/497,957	07MR1994	1,878,449	14FE1995	14FB2005	7		
3277	AFT	USA	74/357,172	09FE1993	1,799,265	19OC1993	19OC2003	12		
3283	AFT	USA	74/502,438	21MR1994	1,891,952	02MY1995	02MY2005	7		
3363	AFT	USA	74/541,040	22JE1994	1,907,089	25JL1995	25JL2005	7		
3500	AFT	USA	74/357,278	09FB1993	1,794,871	28SE1993	28SE2003	12		
6503	AFT	USA	74/495,596	01MR1994	1,871,067	03JA1995	03JA2005	7		
6519	AFT	USA	74/177,304	19JE1991	1,732,869	17NO1992	17NO2002	12		
6533	AFT	USA	74/177,325	19JE1991	1,732,871	17NO1992	17NO2002	12		
6534	AFT	USA	74/140,133	19FE1991	1,736,396	01DE1992	01DE2002	12		
6534	AFT	USA	74/132,897	23JA1991	1,713,436	08SE1992	08SE2002	12		

Mark	Des.	Country	App. No.	App. Date	Reg. No.	Reg. Dt.	Renewal Dt.	Cl.	Status	Docket No.
G ENTERPRISES	AFT	Canada	56041	11AP1986	17MA348706	02DR1988	02DE2003			
G GOERLICH & DESIGN	AFT	USA	480,174	14MY1984	1,323,075	05MR1985	05MR2005	12		
G GOERLICH'S & DESIGN	AFT	USA	585,113	28PE1986	1,410,413	23SE1986	23SE2006	12		
GOERLICH	AFT	USA	356,313	08AP1970	924,144	23NO1971	23NO2001	19		
GOERLICH	AFT	Canada	672861	20DE1990	TMA407740	05FE1993	05FE2008			
GOERLICH	AFT	Mexico	203901	30BE1994	468814	05AU1994	30JE2004			
GOERLICH I & DESIGN	AFT	USA	74/481,652	24JA1994	1,871,050	03JA1995	03JA2005	7		
GOERLICH I & DESIGN	AFT	USA	72/373,098	12OC1970	938,546	25JL1972	25JL2002	19		
GOERLICH I & DESIGN	AFT	USA	72/401,750	01SE1971	973,832	27NO1973	27NO2003	19		
GOERLICH'S NOBODY DOES IT BETTER	AFT	USA	74/217,246	31OC1991	1,891,679	25AP1995	25AP2005	12		
GOERLICH'S NOBODY DOES IT BETTER	AFT	USA	74/316,456	23SR1992	1,881,399	28FB1995	28FE2005	12		
GOERLICH'S NOBODY DOES IT BETTER & Design	AFT	USA	74/355,635	04PB1993	1,891,681	25AP1995	25AP2005	12		
GOERLICH'S THE ONE WAY THE RIGHT WAY & Design	AFT	USA	603,654	11JE1986	1,437,223	21AP1987	21AP2007	12		
GOERLINK	AFT	USA	74/614,157	22DE1994				9		
KEY	AFT	USA	168,407	08MY1963	764,637	11PE1964	11PE2004	23		
KEY	AFT	USA	193,661	18MY1964	783,543	19JA1965	19JA2005	19		
LEAK-TITE	AFT	USA	260,840	15DE1966	843,339	06FE1968	06PE2008	13		
LIFETIME	AFT	USA	71/364,720	09MY1935	327,797	03SB1935	03SE2005	23		
LIFT MATES	AFT	USA	221,839	02JL1979	1,144,927	30DR1980	30DE2000	12		
MASTER	AFT	USA	376,044	16MR1936	339,172	29SE1936	29SE2006	23		
MAX-FIT	AFT	USA	74/496,528	03MR1994	2,037,427	11PE1997	11FE2007	12		
MERT	AFT	USA	455,255	02DE1983	1,316,608	29JA1985	29JA2005	12		
MERT II AND DESIGN	AFT	USA	259,561	25AP1980	1,171,134	29SE1981	29SE2001	12		
MODULARAK & DESIGN	AFT	USA	73/832,498	19OC1989	1,604,348	03JL1990	03JL2000	6		
MONARCH	AFT	USA	163,919	08MR1963	809,848	14JE1966	14JE2006	23		

Trademark Report - After Market

03/31/98

Mark	Des.	Country	App. No.	App. Date	Reg. No.	Reg. D.	Renewal Df.	Cl.	Status	Docket No.
MSL	AFT	USA	412,427	07FE1983	1,269,748	13MR1984	13MR2004	12		
MSL	AFT	Canada	564579	17JE1986	TMAJ76083	10AP1987	10AP2002			
MSL	AFT	Mexico	203890	30JE1994	468812	05AU1994	30JE2004	12		
MSL BIG MAX	AFT	USA	673,707	22JL1987	1,516,307	13DE1988	13DE2008	12		
MSL MAXIMUM	AFT	Canada	565536	04JL1986	TMAJ342351	30JE1988	30JE2003			
MSL MAXIMUM & DESIGN	AFT	USA	595,623	28AP1986	1,400,152	24FE1987	24FE2007	12		
MUFFLE UP WITH MB M MUFFLERS & DESIGN	AFT	USA	305,910	15AP1981	1,232,006	22MR1983	22MR2003	25		
RIDE KING	AFT	USA	113,719	15FB1961	722,179	03OC1961	03OC1981	19		
ROADMATE	AFT	USA	737722,167	14AP1988	1,574,723	02JA1990	02JA2000	12		
ROADMATES	AFT	USA	737784,160	02MR1989	1,581,390	06PE1990	06FE2000	12		
ROADMATES	AFT	Mexico	203900	30JE1994	468813	05AU1994	30JE2004	12		
ROADMATES & DESIGN	AFT	USA	737784,158	02MR1989	1,581,389	06FE1990	06FE2000	12		
ROADMATES PLUS +	AFT	USA	74012,466	20DE1989	1,636,501	26PE1991	26FE2001	12		
SHUR-SEAL	AFT	USA	201,853	14SE1964	786,177	02MR1965	02MR2005	23		
SILENTONR	AFT	USA	451,599	07NO1983	1,317,984	05FE1985	05FE2005	12		
SILENTONE & DESIGN	AFT	USA	711632,934	23JL1952	587,225	23MR1954	23MR2004	23		
SILENTONE PLUS	AFT	USA	74091,897	27AU1990	1,649,420	02JL1991	02JL2001	12		
SIEALTH	AFT	USA	774,954	17JA1989	1,550,076	01AU1989	01AU2009	12		
STOCK LABEL & DESIGN	AFT	USA	189,323	16OC1978	1,139,454	09SB1980	09SB2000	12		
STOCK LABEL & DESIGN	AFT	USA	189,324	16OC1978	1,139,455	09SE1980	09SB2000	12		
SUPPORT PAK	AFT	USA	263,166	22MY1980	1,239,774	24MY1983	24MY2003	41		
THE DEFENSE SYSTEM DIGIRNDS YOUR CAR AGAINST THE ELEMENTS	AFT	Canada	554969	31DE1985	TMAJ26657	24AP1987	24AP2002			
THE G MARKETING COMPANY & DESIGN	AFT	USA	545,235	27JE1985	1,378,623	14JA1986	14JA2006	42		
THE LIFTER	AFT	Mexico	203902	30JE1994	468927	08AU1994	30JE2004	12		
THE LIFTER & DESIGN	AFT	USA	525,159	04MR1985	1,364,365	08OC1985	08OC2005	12		

Trademark Report - After Market

03/31/98

Mark	Dis	Country	App. No.	App. Date	Reg. No.	Reg. Dt.	Renewal Dt.	Status	Docket No.
THE LIFTER & DESIGN	AFT	Canada	554429	17DB1985	TMA326131	10AP1987	10AP2002		
THE ORIGINAL MUFFLER SHOP & DESIGN	AFT	USA	188,919	11OC1978	1,140,531	14OC1980	14OC2000	37	
THE ORIGINAL MUFFLER SHOP & Design	AFT	USA	188,920	11OC1978	1,140,769	21OC1980	21OC2000	37	
THRUWAY	AFT	USA	72373,100	12OC1970	912,579	08JE1971	08JE2001	19	
THRUWAY	AFT	USA	72401,749	01SE1971	969,515	02OC1973	02OC2003	19	
TUFF GRIP	AFT	USA	520,172	31JA1985	1,353,679	13AU1985	13AU2005	6	
TUFF GRIP	AFT	USA	201,774	14SE1964	786,176	02MR1965	02MR2005	23	
TURBO-M	AFT	USA	265,799	09JE1980	1,271,713	27MR1984	27MR2004	12	
UNDERDAWG	AFT	USA	73004,795	29OC1973	997,968	12NO1974	12NO2004	12	
UP-RISER 200	AFT	USA	262,774	19MY1980	1,190,613	23FE1982	23FE2002	12	
VALOR & DESIGN	AFT	USA	150,867	09AU1962	754,068	06AU1963	06AU2003	23	

Trademark Report - After Market

Exhibit 1

Trademark registration numbers

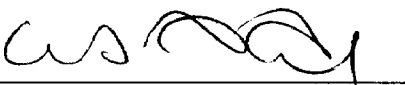
1,793,599	1,793,598	1,793,600	1,879,521
1,794,872	1,802,015	1,900,360	1,900,361
1,900,364	1,796,336	1,794,691	1,794,875
1,878,449	1,799,265	1,891,952	1,907,089
1,794,871	1,871,067	1,732,869	1,732,871
1,736,396	1,713,436	1,711,519	1,732,863
1,711,509	1,729,174	1,711,514	1,711,511
1,711,522	1,732,870	1,715,462	1,711,521
1,187,544	1,850,897	1,749,360	1,745,161
1,546,303	1,397,562	764,636	783,544
1,455,172	1,459,974	1,102,071	1,444,045
1,850,896	1,323,083	1,323,075	1,410,413
924,144	1,871,050	938,546	973,832
1,891,679	1,881,399	1,891,681	1,437,223
764,637	783,543	843,539	327,797
1,144,927	339,172	2,037,427	1,316,608
1,171,134	1,604,348	809,848	1,269,748
1,516,307	1,430,152	1,232,006	722,179
1,574,723	1,581,390	1,581,389	1,636,501
786,177	1,317,984	587,225	1,649,420
1,550,076	1,139,454	1,139,455	1,239,774
1,378,623	1,364,365	1,140,531	1,140,769
912,579	969,515	1,353,679	786,176
1,271,713	997,968	1,190,613	754,068

TRADEMARK ASSIGNMENT

In consideration of the payment by GOERLICH'S, INC., a North Carolina corporation ("Assignee"), having a principal place of business at 2624 West Lincoln Highway, Merrillville, Indiana 46410, to AP PARTS MANUFACTURING COMPANY, a Delaware corporation ("Assignor"), having a business office at 300 Dixie Trail, Goldsboro, North Carolina 27530, of the sum ONE DOLLAR (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, Assignor hereby sells, assigns and transfers to Assignee, and its successors, assigns and legal representatives the entire right, title and interest in and to and any and all rights and privileges provided under the laws of the United States, the individual states thereof and jurisdictions for and thereto regarding the trademarks and the trademark registrations listed in the attached Schedule A, the goodwill of the business symbolized by the trademarks, and any and all renewals thereof, together with the right to bring suit and collect for past infringements thereof, the same to be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by Assignor if this assignment and sale had not been made.

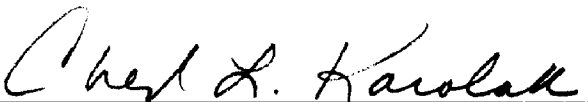
IN WITNESS WHEREOF, Assignor has duly executed this Agreement as of 29th day of May, 1998.

AP PARTS MANUFACTURING COMPANY,
a Delaware corporation

By: 
Its: Vice President

STATE OF MICHIGAN)
) ss.
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me on May 29, 1998 by Wallace L. Rueckel, as ^{Vice} President of AP Parts Manufacturing Company, a Delaware corporation, on behalf of the corporation.


Notary Public, _____ County, _____
My commission expires _____

CHERYL L. KAROLAK
Notary Public, Oakland County, MI
My Commission Expires Mar. 10, 2000

SEAL