



AGREEMENT

This Agreement, effective upon execution, is made by and among Stop Brake Shops, Inc., a California corporation, which had a principal place of business at 3300 Irvine Avenue, Suite 300, Newport Beach, California 92660 and now has a principal place of business at 7712 Paseo Azulea, Palm Springs, California 92264 (hereinafter "SBS"); Donald St. Ours, an individual residing at 7712 Paseo Azulea, Palm Springs, California 92264 (hereinafter "ST. OURS"); and Pisciotta Enterprises, Inc., a Colorado corporation having a principal place of business at 6911 S. Yosemite Street, Suite 100, Englewood, Colorado 80112 (hereinafter "PISCIOTTA").

Witnesseth

WHEREAS, SBS is the owner of record of United States Trademark Registration No. 1,798,186 for "BRAKES PLUS" (hereinafter "REGISTRATION");

WHEREAS, ST. OURS has been and is a Director and President of SBS;

WHEREAS, PISCIOTTA has filed with the United States Patent and Trademark Office a Petition for Cancellation of REGISTRATION;

WHEREAS, SBS wishes to assign its rights in the mark "BRAKES PLUS" (hereinafter "MARK") and in REGISTRATION, including the goodwill of the business associated with MARK; and

WHEREAS, PISCIOTTA wishes to acquire all rights in MARK and in REGISTRATION, including the goodwill of the business associated with MARK.

Now therefore, the parties agree as follows:

1. SBS and ST. OURS each warrant and represent to the best of their knowledge and belief that (1) SBS owns all right, title, and interest in said MARK for "vehicle repair and

maintenance services, namely, servicing and repairing vehicle brake systems, and providing tuneups and smog checks” (hereinafter “SERVICES”), (2) no other person or entity (excluding PISCIOTTA and PISCIOTTA’s licensees) has used or acquired rights in MARK or any substantially similar term in connection with SERVICES or any substantially similar services, and (3) there are no applications for registration or registration of MARK or any substantially similar mark, except REGISTRATION and except an application filed by PISCIOTTA.

2. SBS and ST. OURS warrant and represent that neither MARK or REGISTRATION is pledged, mortgaged, encumbered, licensed, or subject to a security interest.

3. (a) SBS hereby irrevocably sells, assigns, and transfers to PISCIOTTA the entire right, title, and interest in and to MARK and in and to REGISTRATION, including the goodwill of the business associated with MARK and including the right to bring suit for any past infringement or misappropriation of MARK or REGISTRATION and the right to retain any recoveries for any such past infringement or misrepresentation.

(b) SBS shall execute the Trademark Assignment attached hereto as Exhibit A concurrently with its execution of this Agreement and any other documents reasonably necessary to effectuate the foregoing assignment .

4. PISCIOTTA shall pay to ST. OURS and SBS, jointly, upon their execution of this Agreement the total sum of one thousand two hundred fifty dollars (\$1,250.00) as consideration for this Agreement, including the warranties, representations, and assignments set forth herein.

5. Neither ST. OURS nor SBS shall use MARK or any substantially similar term in connection with SERVICES or any substantially similar services after execution of this Agreement.

6. SBS and ST. OURS, individually, each do hereby irrevocably and unconditionally release, acquit, and forever discharge PISCIOTTA and its respective attorneys, successors, assigns, officers, agents, employees, former agents, and employees, and all persons acting by, through, under or in concert with any of them (hereinafter "PISCIOTTA Releasees") from any and all claims, liabilities, obligations, promises, agreements, controversies, demands, actions, causes of actions, suit, rights, damages, costs, losses, debts, and expenses (including attorneys' fees) of whatever kind or nature in law or in equity, whether known or unknown, which SBS or ST. OURS may have had or may hereafter claim to have against each or any of the PISCIOTTA Releasees by reason of any matter, act, omission, cause, or event whatever that has occurred prior to the date of full execution of this Agreement.

7. SBS and ST. OURS each acknowledge that they have had an adequate opportunity to consult with their attorneys in connection with the advisability of entering into this Agreement, and it is understood that no provision hereof shall be construed against any party by virtue of the activities of such party or his or its attorneys in the preparation of this Agreement.

8. Any dispute arising out of or relating to this Agreement shall be resolved by the courts located in the State of Colorado, and the parties consent to the jurisdiction and venue of such courts and waive their right to any other venue.

9. The provisions of this Agreement shall be binding upon and enure to the benefit of, with respect to the corporate parties, their agents, servants, employees, officers, directors, parents, subsidiaries and affiliates, successors and assigns and, with respect to the individual parties, their respective representatives, executors, administrators, successors and assigns.

IN WITNESS HEREOF the parties or their authorized representatives have set their hands

herebelow on the dates indicated.

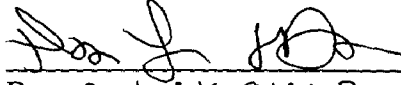
PISCIOTTA ENTERPRISES, INC.

  
By: Larry Pisciotta

Its: President

Date: 11-18-98

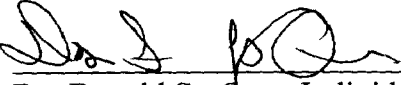
STOP BRAKE SHOPS, INC.

  
By: Don St. Ours

Its: President

Date: 11-18-98

DONALD ST. OURS

  
By: Donald St. Ours, Individually

Date: 11-18-98

TRADEMARK ASSIGNMENT

Stop Brake Shops, Inc., a California corporation, which had a principal place of business at 3300 Irvine Avenue, Ste. 300, Newport Beach, California 92660 and now has a principal place of business at 7712 Paseo Azulea Palm Springs, California 92264, hereby irrevocably sells, transfers and assigns to Pisciotta Enterprises, Inc., a Colorado corporation having its principal place of business at 6971 S. Yosemite Street, Suite 100, Englewood, Colorado 80112 all of its worldwide right, title, and interest in and to the BRAKES PLUS mark and the goodwill of the business associated therewith and all of its right, title, and interest in and to U.S. Trademark Registration No. 1,798,186 issued October 1, 1993 for the mark "BRAKES PLUS".

STOP BRAKE SHOPS, INC.,  
a California corporation

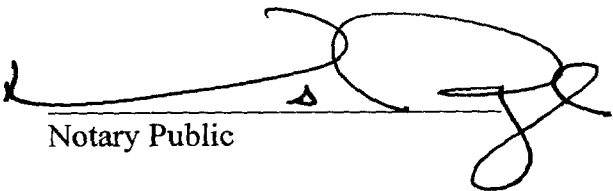
By: Donald St. Ours  
Its: President  
Date: 11-18-98

State of California )  
County of Riverside )

Subscribed and sworn to before me this 18<sup>th</sup> day of November, 1998, by Donald St. Ours as President of Stop Brake Shops, Inc.

Witness my Hand and Seal:  
My Commission Expires:

[SEAL]

  
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Notary Public

