



100988190

Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies): MRF
TIRE MAN WAREHOUSE, INC.
3500 Enterprise Drive
Allen Park, MI 48101

3-5-99

2. Name and address of receiving party(ies):
BELLE TIRE DISTRIBUTORS, INC.
3500 Enterprise Drive
Allen Park, MI 48101

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

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

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

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

Execution Date: 08/30/96

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,139,506 1,139,505
1,794,002 1,851,761
1,429,596 1,485,691

Additional numbers attached? Yes No

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

John W. Rees, Esq.
Dykema Gossett PLLC
1577 N. Woodward Avenue, Suite 300
Bloomfield Hills, Michigan 48304
(248) 203-0832

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$165.00

Enclosed
 Authorized to be charged to deposit account.

8. Deposit Account Number: 04-2223
(Attach duplicate copy of this page if using 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.

John W. Rees
Name

Signature

March 5, 1999
Date

Total number of pages comprising cover sheet 1

Do not detach this portion

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

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

AGREEMENT AND PLAN OF LIQUIDATION

This AGREEMENT AND PLAN OF LIQUIDATION made this 30th day of August, 1996, by and between TIRE MAN WAREHOUSE, INC., a Michigan corporation (hereinafter called the "Corporation"), and BELLE TIRE DISTRIBUTORS, INC., a Michigan corporation (hereinafter called the "Shareholder").

WHEREAS, the Shareholder owns 50,000 shares of the capital stock in the Corporation, which shares constitute all of the issued and outstanding capital stock of the Corporation; and

WHEREAS, the Shareholder wishes to approve, authorize and consent to the voluntary dissolution of the Corporation in accordance with the State of Michigan Business Corporation Act.

NOW THEREFORE, the parties hereto hereby agree as follows:

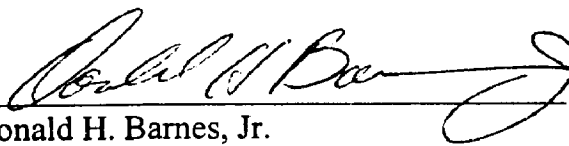
1. The Shareholder approves, authorizes, and consents to the voluntary dissolution of the Corporation, such dissolution to be effective September 30, 1996, in accordance with section 332 of the Internal revenue Code and the plan of liquidation set forth in this Agreement.
2. The Shareholder hereby authorizes, consents and directs the Officers of the Corporation to file a Certificate of Dissolution with the State of Michigan.
3. The Shareholder hereby resolves that after payment of the Corporation's debt, or provision is made therefor, the officers of the Corporation shall distribute all of the remaining property of the Corporation in complete cancellation or redemption of all of its issued and

outstanding Stock, such distribution to be made as promptly and practicable and in no event later than September 30, 1996.


4. The Shareholder agrees to assume all tax liability of the Corporation and execute an Affidavit of Tax Assumption which shall be filed with the Michigan Department of Treasury.

IN WITNESS WHEREOF, the parties having caused this Agreement and Plan of Liquidation to be executed by their respective duly officers as of the day and year first above written.

BELLE TIRE DISTRIBUTORS, INC.

By: 
Donald H. Barnes, Jr.
Its: President

TIRE MAN WAREHOUSE, INC.

By: 
Robert F. Barnes
Its: President

18505