

08-20-1999



101124324

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type 8-11-99

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Effective Date
Month Day Year

Change of Name

Other

Conveying Party Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

08/19/1999 MTHAI1 00000208 2231334

C1 FC:481 40.00 DP

FOR OFFICE USE ONLY

40E

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

(313) 465-7208

Name

Honigman Miller Schwartz and Cohn

Address (line 1)

Gayle Aiken, Legal Assistant

Address (line 2)

2290 First National Building

Address (line 3)

Detroit, MI 48226

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

2

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

223 1334		

Number of Properties

Enter the total number of properties involved.

#

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Gayle Aiken

Name of Person Signing

Gayle Aiken

Signature

8/11/99

Date Signed

ASSIGNMENT OF TRADEMARKS

WHEREAS, Auto Recyclers, Inc., a corporation organized and existing under the laws of the State of Texas (hereinafter referred to as "Assignor"), is the owner of the entire right, title and interest in and to the trademark and trademark registration entitled "ALL AUTO RECYCLERS & Design," Registration/Serial No. 2,231,334 together with the goodwill related thereto (hereinafter referred to as the "Mark"); and

WHEREAS, Greenleaf Acquisitions, LLC, a limited liability company organized and existing under the laws of the State of Delaware (hereinafter referred to as "Assignee"), is desirous of acquiring the entire right, title and interest in and to the Mark and the goodwill of the business in connection with which the aforesaid Mark has been used; and

WHEREAS, Assignor and Assignee, with others, have entered into a certain Asset Purchase Agreement pursuant to the terms of which Assignor has assigned to Assignee all right, title and interest in and to the Mark together with the goodwill of the business associated with the Mark; and

WHEREAS, Assignor has agreed to execute such additional instruments as may be necessary or desirable to confirm such assignment to Assignee.

NOW, THEREFORE, in consideration of the foregoing, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, its successors, legal representatives and assigns, the entire and exclusive right, title and interest in and to the Mark, together with the goodwill of the business in connection with which the aforesaid Mark has been used, and all claims, if any, which may have arisen thereunder prior to the date of this instrument, and all rights to enforce the Mark and collect damages and royalties for past and future infringement.

AND ASSIGNOR HEREBY warrants and covenants that Assignor has the full right to convey the entire interest herein assigned and that Assignor has not executed and will not execute any instrument or assignment in conflict herewith.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks, and any other proper officer or agency of any country, to issue the Mark to Assignee, and to record Assignee as assignee of the entire right, title and interest in and to the Mark for the sole use and enjoyment of Assignee, its successor, assigns or other legal representatives.

Assignee shall be solely responsible for preparing and filing all additional documentation (including, but not limited to, the execution and delivery of any and all affidavits, declarations, oaths, assignments and powers of attorney) as may be required to perfect or record the assignment of the Mark with the United States Patent and Trademark Office and equivalent offices and agencies in other countries or political subdivisions thereof. Assignor agrees to provide Assignee cooperation and assistance at Assignee's reasonable request and expense in the implementation or perfection of this Assignment.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed, by its duly authorized corporate officer all effective this 2nd day of August, 1999.

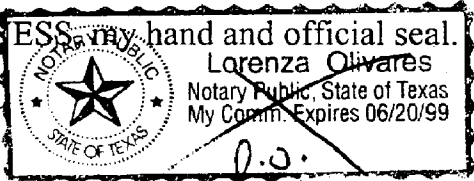
AUTO RECYCLERS, INC.

By: Ronald D. Sturgeon
Ronald D. Sturgeon, President

STATE OF TEXAS

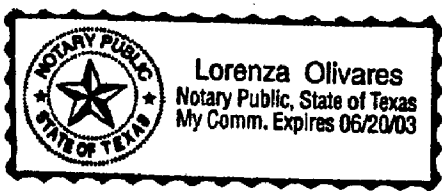
COUNTY OF Texas

On this 2nd day of August, 1999, before me, Lorenza Olivares a Notary Public in and for said State, personally appeared Ronald D. Sturgeon, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

L.O.

Lorenza Olivares
Notary Public

Acknowledged and agreed to by:


Lorenza Olivares
Notary Public, State of Texas
My Comm. Expires 06/20/03

GREENLEAF ACQUISITIONS, LLC

By: T. H. Geggie
T. H. Geggie
Secretary

Date: August 2, 1999

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