

MRD 10 18 99

10-22-1999



IEET

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy thereof.

<p>1. Name of conveying party(ies) (assignor(s)):</p> <p>McNeil (Ohio) Corporation</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State Minnesota</p> <p><input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p>	<p>2. Name and Address of Party(ies) receiving an interest (assignee(s)):</p> <p>Name: <u>Lincoln Automotive Company</u></p> <p>Address: <u>9231 Penn Avenue South</u></p> <p>City: <u>Bloomington</u></p> <p>State: <u>Minnesota</u> Zip: <u>55431</u></p> <p>Country: <u>U.S.A.</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____</p> <p><input type="checkbox"/> Association _____</p> <p><input type="checkbox"/> General Partnership _____</p> <p><input type="checkbox"/> Limited Partnership _____</p> <p><input checked="" type="checkbox"/> Corporation-State <u>Minnesota</u></p> <p><input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No <u>N/A</u> (Designations must be a separate document from assignment)</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p>
<p>3. Nature of Conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: <u>December 31, 1998</u></p>	

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

<p>A. Trademark Application No.(s)</p> <p>See attached "Schedule A"</p>	<p>B. Trademark Registration No.(s)</p> <p>See attached "Schedule A"</p>
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Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Michael E. Godar Senniger, Powers, Leavitt & Roedel One Metropolitan Square 16th Floor St. Louis, Missouri 63102 (314) 231-5400 (telephone)</p>	<p>6. Total number of applications and registrations involved: Application(s) <u>3</u> + Registration(s): <u>14</u> = Total <u>17</u></p> <p>7. Total Fee (37 CFR 3.41) \$ <u>440.00</u></p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit Account Number: <u>19-1345</u> (Duplicate copy of this sheet attached)</p> <p><input checked="" type="checkbox"/> Charge any underpayment or credit any overpayment to above Deposit Account</p>
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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.

Michael E. Godar Michael E. Godar 10/12/99
Name of Person Signing Signature Date

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

10/21/1999 DMSUYEN 00000162 459230

01 FC:481 40.00 OP
02 FC:482 400.00 OP



SCHEDULE A

LINCOLN AUTOMOTIVE TRADEMARK ASSIGNMENTS

The Trademark Registrations are as follows:

Canada Reg. No. 459,230 for CHEM OIL-A-WAY (Stylized)

Canada Reg. No. 434,626 for INTELLICHARGER

Canada Reg. No. 437,954 for KLEENSWEEP

Canada Reg. No. 446,155 for OIL-A-WAY

Columbia Reg. No. 112,880 for MARQUETTE

United States Reg. No. 805,111 for AJAX

United States Reg. No. 422,172 for BANTAM (Stylized)

United States Reg. No. 679,202 for DYNA-RAM

United States Reg. No. 1,780,988 for KLEENSWEEP

United States Reg. No. 813,936 for LUB-UNIT

United States Reg. No. 423,437 for LUBRO-VAN

United States Reg. No. 882,422 for MARQUETTE

United States Reg. No. 1,111,633 for PRO-ARC

United States Reg. No. 2,019,910 for SYNCHRO-TECH

United States Reg. No. 1,624,482 for THE BRAND THE PROS DEMAND

United States Reg. No. 1,391,393 for WINNER and Design

United States Reg. No. 865,696 for AMERICAN

United States Reg. No. 860,443 for Design Only

United States Reg. No. 1,361,491 for WORLD SERIES and Design

The Trademark Applications are as follows:

United States Application No. 75/147,063 for AMP-CHAMP

United States Application No. 75/318,702 for LEV-R-LOK

United States Application No. 75/212,721 for QUICKTEST

120272.WPD

TRADEMARK ASSIGNMENT
LINCOLN AUTOMOTIVE

1. **WHEREAS**, McNeil (Ohio) Corporation of 1700 West Highway 36, St. Paul, Minnesota 55113, a corporation duly organized and existing under and by virtue of the laws of the State of Minnesota (hereinafter referred to as Assignor), has adopted and used in its business certain trademarks; and

2. **WHEREAS**, Assignor has certain trademark registrations and trademarks subject to pending trademark applications; and

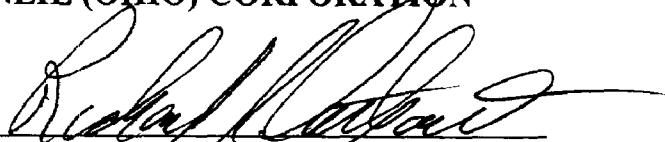
3. **WHEREAS**, Lincoln Automotive Company of 9231 Penn Avenue South, Bloomington, Minnesota 55431, a corporation duly organized and existing under and by virtue of the laws of the State of Minnesota (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest of Assignor in said trademark registrations, trademark applications, and the good will of the business in connection with which said trademarks are used,

4. **NOW, THEREFORE**, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration by Assignee to Assignor in had paid, receipt of all of which is hereby acknowledged, Assignor has agreed to and does hereby sell, assign and transfer unto Assignee, its successors and assigns, all of Assignor's right, title and interest throughout the world in and to said trademarks, said registrations, and said applications, together with the good will of the business in connection with which said trademarks are used, and together with full right to sue for and recover all profits and damages recoverable from past infringements of said trademarks; including specifically, without limiting the generality of the foregoing, the trademark registrations and trademark applications listed on Schedule A.

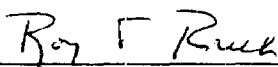
5. **TO BE HELD AND ENJOYED BY** Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this sale and assignment not been made.

6. **IN WITNESS WHEREOF**, Assignor has caused these presents to be executed by its officers hereunto duly authorized this 31st day of December, 1998.

**ASSIGNOR:
McNEIL (OHIO) CORPORATION**

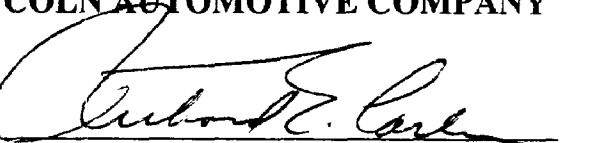
By: 
Richard J. Cathcart, President

ATTEST:


Roy T. Rueb, Secretary

AGREED AND ACCEPTED this 31st day of December, 1998.

**ASSIGNEE:
LINCOLN AUTOMOTIVE COMPANY**

By: 
Richard E. Carlson, President

WITNESS:

