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ginal documents or copy thereof.

1. Name of conveying party(ies):

Oliver & Winston, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Heafner Tire Group, Inc.

Internal Address:

Street Address: 2105 Water Ridge Parkway Suite 500 City: Charlotte State: NC ZIP: 28217

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Delaware, 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: December 22, 1999

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

A. Trademark Application No.(s)

SEE Attached Schedule "B"

B. Trademark Registration No.(s)

SEE Attached Schedule "A"

Additional numbers attached? Yes No

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

Name: John L. Sullivan, Jr., Esq. ALSTON & BIRD LLP Internal Address: P.O. Drawer 34009

Street Address: 1211 E. Morehead Street

City: Charlotte State: NC ZIP: 28234

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 3.41) \$ 265.00

Enclosed

Authorized to be charged to deposit account

If additional fees are needed please use:

8. Deposit account number:

16-0605

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

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40.00 OP 225.00 OP

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 L. Sullivan, Jr.

Name of Person Signing

Signature

Jan. 3, 2000

Date

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

7

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

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

REEL: 002015 FRAME: 0823

SCHEDULE "A"

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>ISSUED</u>
WINSTON	934,470	5-23-72
FUN & MUD	989,295	7-30-74
WINNER	1,026,159	12-2-75
WINSTON	1,047,633	9-7-76
CALIFORNIAN	1,141,271	11-11-80
SAM WINSTON	1,353,929	8-13-85
WINSTON	1,366,473	10-22-85
WINSTON TIRES & Design	1,382,684	2-11-86
FUN & MUD II & Design	1,879,668	2-21-95

SCHEDULE "B"

MARK

APPLICATION NO.

FILED

**CARS ASK FOR US BY
NAME**

75/677,530

4-8-99

**ASSIGNMENT OF UNITED STATES
TRADEMARK REGISTRATIONS AND APPLICATION**

WHEREAS, Oliver & Winston, Inc., a California corporation, having a principal place of business at 900 W. Alameda Avenue, Burbank, California 91506, (hereinafter referred to as "ASSIGNOR"), is the exclusive and record owner of the entire right, title and interest in and to the Trademarks and the corresponding official United States Trademark Registrations and Application therefor listed in Schedules "A" and "B".

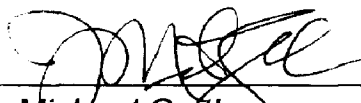
WHEREAS, Heafner Tire Group, Inc., a Delaware corporation, having a principal place of business at 2105 Water Ridge Parkway, Suite 500, Charlotte, North Carolina 28217, (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the Trademarks and the corresponding official United States Trademark Registrations and Application therefor listed in Schedules "A" and "B";

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby assign, transfer and sell unto said ASSIGNEE the entire right, title and interest in and to the Trademarks and the corresponding United States Trademark Registrations and Application therefor, together with the goodwill of the business appurtenant to and symbolized by said Trademarks, and said corresponding official United States Trademark Registrations and Application therefor, and all rights of action against third parties for past infringement thereof, the same to be held and enjoyed by said ASSIGNEE as fully and entirely as the same would have been held by ASSIGNOR had this transfer, assignment and sale not been made.

ASSIGNOR hereby warrants and covenants that it has the full power and authority to convey the rights, title and interests herein assigned, transferred and sold to ASSIGNEE, that it has not executed and will not execute any agreement in conflict herewith, and that it will execute any and all other instruments which may be necessary to perfect and evidence ASSIGNEE's ownership of the property and rights herein conveyed.

IN WITNESS WHEREOF, ASSIGNOR, intending to be legally bound, has caused this Assignment to be executed by its duly authorized officer as of the 22nd day of December, 1999.

OLIVER & WINSTON, INC.



J. Michael Gaither
Executive Vice President
and Secretary

CLT01/4395450v1