

02-18-2000

WBAM Ref. No.:

FORM PTO-1594  
(Rev. 6-93)



SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commiss:

101270583

attached original documents or copy thereof.

24/00

1. Name of conveying party(ies)

**Randy Buller**  
**221-11 Merrick Boulevard**  
**Springfield Gardens, NY 11413**

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

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

2. Name and address of receiving party(ies)

Name: **Parts Authority, Inc.**

Internal Address:

Street Address: **211-10 Hillside Avenue**

City: **Queens Village** State: **New York** Zip: **11427**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- 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
- Security Agreement
- Merger
- Change of Name
- Other

Execution Date: **December 23, 1999**

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) **2,290,325**

Additional numbers attached?  Yes  No

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

Name: **Galina A. Krasilovsky Kirman, Esq.**

Internal Address: **Whitman Breed Abbott & Morgan LLP**

Street Address: **200 Park Avenue**

City: **New York** State: **New York** Zip: **10166**

6. Total number of applications and registrations involved.....

**1**

7. Total fee (37 CFR 3.41).....

**\$40.00**

Enclosed

Authorized to be charged to deposit account # **50-0297**

8. Deposit account number: **50-0297**

(Attach duplicate copy of this page if paying by 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.

**Galina A. Krasilovsky Kirman**

Name of Person Signing

Signature

**1/18/2000**

Date

Total number of pages including cover sheet, attachments, and document: **6**

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.

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RFCST PTC

**TRADEMARK**  
**REEL: 002022 FRAME: 0746**

## ASSIGNMENT

WHEREAS, RANDY BULLER, an individual (hereinafter "ASSIGNOR"), has adopted and used, through various licensees, the service mark PARTS AUTHORITY for retail store services and distributorship services dealing in automobile parts, supplies and accessories (hereinafter the "MARK"), and is the owner of the entire right, title and interest in and to the MARK, including United States Federal Trademark Registration No. 2,290,325 therefor and the common law rights pertaining thereto, and the goodwill of the business symbolized by the MARK and attaching thereto; and

WHEREAS, PARTS AUTHORITY, INC., a New York corporation located at 211-10 Hillside Avenue, Queens Village, New York 11427 (hereinafter "ASSIGNEE"), is desirous of acquiring all of ASSIGNOR's right, title and interest in and to the MARK, together with the registration thereof and the goodwill of the business symbolized thereby;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises set for herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

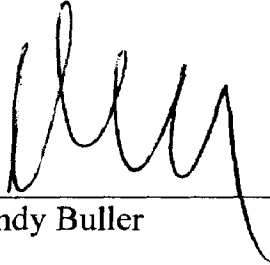
1. ASSIGNOR hereby does assign, transfer and convey, effective as of the date hereof, to ASSIGNEE, its successors, legal representatives and assigns, all of ASSIGNOR's right, title, and interest in and to the MARK (including, without limitation, United States Federal Trademark Registration No. 2,290,325 therefor and all other registrations and applications for registration of such MARK in all jurisdictions), together with the goodwill of that portion of ASSIGNOR'S business symbolized thereby, including without limitation, the right to petition, sue or otherwise seek and recover damages, profits and any other remedy (monetary, injunctive, declaratory or other), for any past, present or future infringement, dilution, conversion or misappropriation of, or other injury, offense, violation, breach of duty or wrong relating to the MARK, or any license, agreement, contract or other matter relating thereto. ASSIGNOR warrants that it has good title to the MARK, free and clear of any liens, pledges, security interests and encumbrances, and has full and complete power and authority to sell, transfer and assign the MARK to ASSIGNEE.

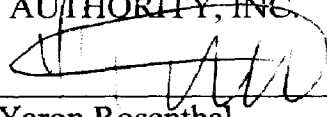
2. ASSIGNOR hereby agrees to authorize and request the Commissioner of Patents and Trademarks of the United States of America and the appropriate officers of all other jurisdictions in which the MARK is registered or in which an application for registration of the MARK is pending, to record the title of ASSIGNEE, its successors, legal representatives and assigns, as owner of all right, title and interest in and to the MARK, together with all goodwill of the business associated with and symbolized by the MARK, and to issue the Certificate of Registration resulting from any such application for registration of the MARK or renewal of any existing registration of the MARK to ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

ASSIGNOR agrees that it will execute and deliver, or cause to be executed and delivered, to ASSIGNEE or ASSIGNEE's legal representatives, any other or additional assignments, powers and other appropriate documentation, and take all additional actions, necessary to effectuate, validate and record the Assignment of the MARK to ASSIGNEE with the United

States Patent and Trademark Office and the appropriate agencies and offices of all jurisdictions in which the MARK is or may be registered or in which applications for registration of the MARK are pending, under the relevant laws of the United States or any other jurisdictions, within a reasonable time of execution hereof.

23<sup>rd</sup> IN WITNESS WHEREOF, the undersigned have executed this Assignment as of this day of December, 1999.

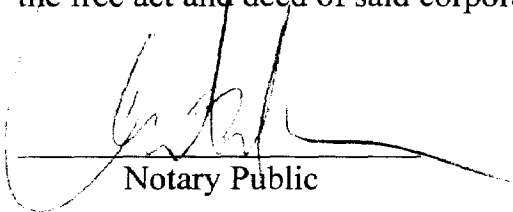
By:   
Name: Randy Buller

PARTS AUTHORITY, INC.  
By:   
Name: Yaron Rosenthal  
Title: Chairman

**SEAL**

State of New York )  
County of Queens ) SS

On this 23<sup>rd</sup> day of December, 1999, before me personally appeared Randy Buller to me personally known, who being duly sworn, did say that he is Randy Buller and that he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said corporation.

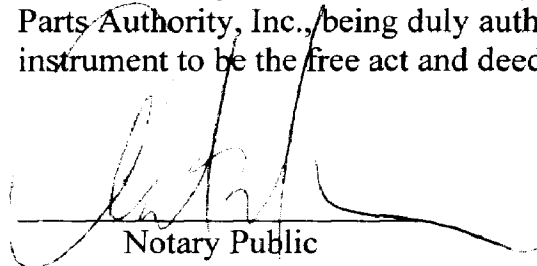
  
Notary Public

CHRISTINE MARKATOS  
NOTARY PUBLIC, State of New York  
No. 41-4686904  
Qualified in Queens County  
Commission Expires 3/24/00

**SEAL**

State of New York )  
County of Queens ) SS

On this 25<sup>th</sup> day of December, 1999, before me personally appeared Yaron Rosenthal to me personally known, who being duly sworn, did say that he is the Chairman of Parts Authority, Inc. and that he duly executed the foregoing instrument for and on behalf of Parts Authority, Inc., being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public

CHRISTINE MARKATOS  
NOTARY PUBLIC, State of New York  
No. 41-4686904  
Qualified in Queens County  
Commission Expires 3/24/00