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documents or copy thereof.

1. Name of conveying party(ies): (If multiple assignors, list numerically)

Am-Pac Tire Dist., Inc.

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State: CA
- Other:

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

2. Name and address of receiving party(ies):

Name: Tire Pros Francorp
Internal Address: 51 Moreland Road
Street Address:
City: Simi Valley **State:** CA **ZIP:** 93065

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State: CA
- Other:

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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) and address(es) attached?
 Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other:

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above)

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

- a. Trademark Application No(s):
- b. Trademark Registration No(s):
1,592,463

Additional numbers attached? Yes No

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

Name: Marguerite L. Gunn
KNOBBE, MARTENS, OLSON & BEAR, LLP
Customer No. 20,995
Internal Address: Sixteenth Floor
Street Address: 620 Newport Center Drive
City: Newport Beach **State:** CA **ZIP:** 92660
Attorney's Docket No.: APTIRE.002T

7. Total fee (37 CFR 3.41): \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and registrations involved: 1

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.

Marguerite L. Gunn
Name of Person Signing

Marguerite L. Gunn
Signature

4/17/00
Date

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

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

05/11/2000 JSHABAZZ 00000950 1592463

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

SCHEDULES TO TRADEMARK ASSIGNMENT

SCHEDULE A

Mark: TIRE PROS

SCHEDULE B

Federal Trademark Registration(s):

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>INTL. CLASS</u>
TIRE PROS	1,592,463	April 17, 1990	42

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TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the 18th day of January, 1999, by and between Am-Pac Tire Dist., Inc., a California corporation having a place of business at 51 Moreland Road, Simi Valley, CA 93065, (hereinafter referred to as "ASSIGNOR"), and Tire Pros Francorp, a California corporation having a place of business at 51 Moreland Road, Simi Valley, CA 93065, (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the trademark listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as "Trademark") worldwide;

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademark and has not abandoned the same;

WHEREAS, ASSIGNOR is the owner of the federal trademark registrations relating to the Trademark listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as "Registrations");

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title, and interest in and to the Trademark and Registrations worldwide and any other registered or unregistered trademark rights for the Trademark owned or used by ASSIGNOR or any of its licensees worldwide; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademark and Registrations worldwide and any other registered or unregistered trademark rights for the Trademark owned or used by ASSIGNOR or any of its licensees worldwide;

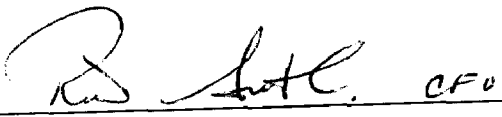
NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

- (1) the Trademark(s) set forth in Schedule A;
- (2) the Registration(s) set forth in Schedule B; and
- (3) any other registered or unregistered trademark rights for the Trademark owned or used anywhere in the world by ASSIGNOR or any of its licensees;

together with the goodwill symbolized by said Trademark(s), Registration(s), and other registered or unregistered trademark rights for the Trademark owned or used anywhere in the world by ASSIGNOR or any of its licensees concurrent with the transfer of certain tangible assets as indicia of said goodwill.

AM-PAC TIRE DIST., INC.

a California corporation having a place of business at 51 Moreland Road, Simi Valley, CA 93065

By:  CFO

TIRE PROS FRANCORP

a California corporation having a place of business at 51 Moreland Road, Simi Valley, CA 93065

By: 