

06-21-2001



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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

- 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
Effective Date
Month Day Year
- Merger
- 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
- Corporation Association
- Other

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.)

- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002273 FRAME: 0340

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2358018"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

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.

Sharon A. Israel
Name of Person Signing

Sharon A. Israel
Signature

3/28/01
Date Signed

EXHIBIT A

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made by and between:

Louis S. Camilli, an individual whose office address is 2402 Clark Street, Apopka, Florida 32703 ("Assignor"); and

Pennzoil-Quaker State Corporation, a Delaware corporation having its principal place of business at 700 Milam, Houston, Texas 77002.

WHEREAS Assignor is the owner of U.S. Trademark Registration No. 2,358,018 for the mark ROCKET SCIENCE FOR YOUR CAR and owner of the common law mark ROCKET SCIENCE FOR YOUR ENGINE (the "Marks");

WHEREAS Assignee desires to acquire any and all rights, title and interest owned by Assignor in and to the Marks;

WHEREAS Assignee and Assignor have entered into a Settlement Agreement; and

WHEREAS Assignor now desires to transfer to Assignee any and all rights, title and interest it owns in the Marks subject to the performance by Assignee of its obligations under the Settlement Agreement;

NOW, THEREFORE, for good and valuable consideration, including the settlement of certain disputes between the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are incorporated by reference as if fully set forth herein.
2. Assignor hereby assigns and transfers to Assignee all right, title and interest in and to the Marks, including without limitation all common law, state, federal and worldwide rights, if any, therein, together with the goodwill appurtenant thereto, and all claims for past infringement or other violation of any such rights, including without limitation the right to recover damages therefor.
3. Assignor hereby warrants and represents (a) that it has the right to transfer the Marks; (b) that it knows of no other applications or registrations (whether state or federal) filed by it or on its behalf for the Marks or any confusingly similar marks; and (c) that it has not assigned or licensed any rights in the Marks to any other person or entity or otherwise encumbered its rights in the Marks in any manner whatsoever.

4. Other than the warranties set forth in Paragraph 3 above, Assignor makes no warranties whatsoever with regard to the Marks. By way of example only, and without limiting the foregoing disclaimer, Assignor expressly disclaims any warranty regarding the strength or enforceability of the Marks.

5. Assignor agrees to execute any and all additional documents (including powers of attorney, assignments, declarations and affidavits) that are reasonably required to effectuate this Assignment.

6. This Assignment cannot be terminated or amended except by the written agreement of the parties hereto.

7. This Assignment shall be binding on and inure to the benefit of the parties, their respective successors and assigns and their present and future affiliated and subsidiary companies and licensees.

8. Wherever possible, each provision of this Assignment shall be interpreted in such a manner as to be valid under applicable law; however, if any provision of this Assignment shall be invalid or prohibited thereunder, such provision shall be ineffective to the extent of the applicable prohibition without invalidating the remaining portions of this Assignment.

M/Heard IN WITNESS WHEREOF, ASSIGNOR has executed this Assignment this 9th day of March, 2001.

LOUIS S. CAMILLI

By: 

Print Name: Louis S. Camilli