

09-10-2001

FORM PTO-1594

(Rev. 6-93)

RECORDA



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

Tab settings

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To the Commissioner for Trademarks:
Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Pitt Penn Oil Co.

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

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

2. Name and address of receiving party(ies)

Name: Market Promotions, L.P.

Street Address: 3116 Treeline Drive
City: Murrysville, PA 15668

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership PA
- 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
- Other Exclusive Trademark License Agreement

Execution Date: January 1, 2000

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

A. Trademark Application No.(s)

75/150,593; 75/203,622; 75/638,565; 75/713,515;
75/739,724; and 75/740,732

B. Trademark Registration No.(s)

2,074,531 and 2,099,965

Additional numbers attached? Yes No

406

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

Name: Frederick B. Ziesenheim, Esq.

Internal Address: Webb Ziesenheim

Logsdon Orkin & Hanson, P.C.

Street Address: 700 Koppers Building

436 Seventh Avenue

City: Pittsburgh State: PA ZIP: 15219-1818

16. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 3.41).....\$ 215.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach triplicate 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.

Frederick B. Ziesenheim, #19,438
Name of Person Signing

Frederick B. Ziesenheim
Signature

August 29, 2001
Date

Total number of pages including cover sheet, attachments and document

5

Mail documents to be recorded with required cover sheet information to:
United States Patent and Trademark Office
Office of Public Records
Crystal Gateway 4, Room 335
Washington, DC 20231

09/07/2001 TDIAZ1 00000074 75150593

01 FC:481
02 FC:482

40.00 OP
175.00 OP

TRADEMARK
REEL: 002363 FRAME: 0876

EXCLUSIVE TRADEMARK LICENSE AGREEMENT

This Exclusive Trademark License Agreement (hereinafter "Agreement") is effective as of January 1, 2000 by and between Pitt Penn Oil Co., a Pennsylvania corporation having a place of business at Freeport Road, Creighton, Pennsylvania 15030 (hereinafter "Pitt Penn") and Market Promotions, L.P., a Pennsylvania limited partnership having a place of business at 3116 Treeline Drive, Murrysville, Pennsylvania 15668 (hereinafter "Market Promotions").

RECITALS

1. Market Promotions is the owner of all worldwide right, title and interest in and to the marks (a) GEARHEAD (Word Mark) and (b) GEARHEAD and design as shown in Exhibit A (hereinafter "GEARHEAD Marks").
2. Pitt Penn desires to acquire an exclusive, worldwide license to use the GEARHEAD Marks on certain goods.

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, agrees as follows:

1. License Grant. Market Promotions hereby grants to Pitt Penn an exclusive, royalty-free worldwide license to use the GEARHEAD Marks on its products that are includable with the international trademark schedule of classes of goods within Classes 1, 3 and 4 (hereinafter "Licensed Goods").
2. Payment. In consideration of Pitt Penn assigning the Marks to Market Promotions and taking this license back, Market Promotions will pay a fee to Pitt Penn equal to (i) 100% of the aggregate net profitability of all products and services sold by Market Promotions (other than the Licensed Goods) under the Marks, up to a total payment for this subpart 2 (i) of \$18,000 and, thereafter, (ii) 25% of the aggregate net profitability of all products and services sold by Market Promotions (other than the Licensed Goods) under the Marks. Such fee (if applicable) shall be paid by Market Promotions to Pitt Penn on a quarterly basis.
3. Quality Control Provisions. In connection with the use of the GEARHEAD Marks hereunder, it is understood and agreed that:
 - (a) Market Promotions reserves the exclusive right to establish standards for and exercise control over the nature and quality of Licensed Goods and the advertising and promotional material employing the GEARHEAD Marks and Pitt Penn shall adhere to such standards;
 - (b) Pitt Penn acknowledges that Market Promotions has the sole and exclusive

right to use the GEARHEAD Marks, that Pitt Penn's use of the GEARHEAD Marks is for the sole benefit of Market Promotions and that Pitt Penn will claim no interest therein beyond those rights expressly granted by this Agreement;

- (c) Pitt Penn will periodically, upon the request of Market Promotions, but in any event not more frequently than every three (3) months, provide Market Promotions with samples of each type of the Licensed Goods as packaged and offered for sale by Pitt Penn in the form distributed to third parties in regular commercial transactions;
- (d) Upon termination of this Agreement, Pitt Penn will immediately terminate all use of the GEARHEAD Marks and materials bearing the GEARHEAD Marks, provided that if termination occurs other than as a result of breach by Pitt Penn, Pitt Penn shall have one hundred eighty (180) days within which to dispose of inventory of Licensed Goods then in its possession;
- (e) Market Promotions reserves the exclusive right to determine the method and form of use and display of the GEARHEAD Marks to the extent reasonably required or desirable as a matter of trademark law and Pitt Penn will be bound by all such decisions of Market Promotions and will so use and display the GEARHEAD Marks; and
- (f) If required to do so by Market Promotions, Pitt Penn shall affix to all Licensed Goods or packages therefor, and where practical, on promotional materials for Licensed Goods, a suitable legend as specified by Market Promotions identifying the goods as having been licensed hereunder.

4. Term and Termination.

- (a) The initial term of this Agreement shall terminate ten (10) years from the date first written above, but may be renewed thereafter upon the written consent of both parties.
- (b) Pitt Penn may terminate this Agreement at any time and without cause by giving Market Promotions sixty (60) days advance written notice of its election to do so.
- (c) In the event of breach by Pitt Penn, Market Promotions may give written notice identifying said breach and terminating this Agreement immediately. If the breach is not such as to risk weakening, dilution or loss by Market Promotions of any of its rights in the GEARHEAD Marks, Market Promotions shall give Pitt Penn thirty (30) days within which to cure such breach and if said breach is cured by Pitt Penn within said period, this

Agreement shall remain in force.

- (d) In the event Pitt Penn files for bankruptcy or has an involuntary petition of bankruptcy filed against it, which involuntary petition is not dismissed, Market Promotions may assign this Agreement to any third person, however, whether assigned or not, the license will convert from a royalty-free license to a royalty bearing license wherein the royalty payable to Market Promotions will be 2% of the gross sales of Licensed Goods.

5. Notices.

- (a) All payments, reports and notices required or desired to be given hereunder shall be deemed given and effective when a properly addressed certified or registered letter bearing proper postage is deposited in the United States mails or when received, whichever is earlier.
- (b) All payments shall be made payable to "PITT PENN OIL CO." or such substitute name as Pitt Penn shall provide in writing.
- (c) Notices to Market Promotions and Pitt Penn shall be sent to the address set forth in the first paragraph of this Agreement.
- (d) Either party may in writing advise the other of any change in address to which it desires payments, reports or notices to be sent.

6. Entire Agreement. This Agreement represents the entire agreement between the parties, supersedes all prior contemporaneous oral or written understandings and may not be modified, added to or waived in whole or in part except by a writing executed by the parties hereby.

7. Assignment. Market Promotions may assign or transfer all or any portion of this Agreement without consent of Pitt Penn.

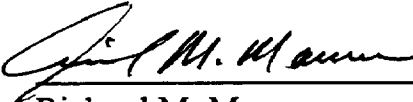
8. Applicable Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws principles.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be executed, in duplicate, the day and year first above written.

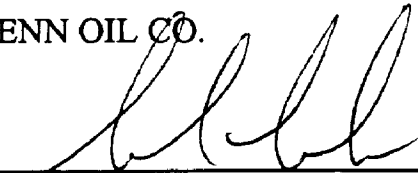
MARKET PROMOTIONS, L.P.

By: Market Promotions, L.L.C.

Its: General Partner

By: 
Richard M. Maurer
Title: Manager

PITT PENN OIL CO.

By: 
Mark F. Sever
Title: President

