

03-14-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102011613

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Lincoln Automotive Company

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

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

2. Name and address of receiving party(ies)

Name: Clore Automotive, LLC Internal Address: Gus D. Halas, President

Street Address: 1401 Iron City: N. Kansas City State: MO Zip: 64116

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

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: 10/15/2001

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

A. Trademark Application No.(s) 75/147,063

B. Trademark Registration No.(s) 882,422; 805,111 865,696; 422,172; 1,111,633; 2,213,722

Additional number(s) attached Yes No

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

Name: Daniel A. Crowe, Esq.

Internal Address:

Street Address: Bryan Cave LLP 211 North Broadway, Suite 3600

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

8. Deposit account number:

03/14/2002 DBYRNE 00000003 75147063 01 FC: 481 City: St. Louis State: MO 225.00 TIP 02 FC: 482 Zip: 63102

DO NOT USE THIS SPACE

9. Signature.

Daniel A. Crowe Name of Person Signing

Daniel A. Crowe Signature

2-14-02 Date

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002460 FRAME: 0203

Clore Automotive, LLC

B. Trademark Registration No.(s) continued:

1,391,393

860,443

2,163,062

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“Assignment”) is made effective as of the 15th day of October, 2001, by and between Clore Automotive, LLC, a Delaware limited liability company (hereinafter “Assignee”) and Lincoln Automotive Company, a Minnesota corporation (hereinafter “Assignor”).

WHEREAS, Assignor owns, has adopted, has used, is using or intends to use the marks identified on Schedule A attached hereto (the “Marks”), and owns the registrations and applications for registrations for the Marks set forth in Schedule A; and

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement effective October 15, 2001 (“APA”) which provides for, among other things, the assignment of the Marks, and the registrations and applications for registration therefor, from Assignor to Assignee, together with all goodwill associated therewith, and all common law rights therein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein and in the APA, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Assignor does hereby sell, assign, and transfer to Assignee, its successors and assigns, all of its worldwide right, title, and interest, in and to said Marks, and all registrations and applications for registration therefor, including without limitation those registrations and applications for registration of the Marks as set forth in the attached Schedule A, together with any and all of the goodwill of the business symbolized by and associated with said Marks, and all income, royalties, fees, damages, and payments now or hereafter due or payable with respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement, misappropriation and/or dilution of the Marks and any other rights assigned to Assignee under this Agreement.

And by this covenant Assignor agrees to execute or procure any further necessary assurance of title to said Marks, registrations and applications; and at any time, upon the reasonable request and at the expense of said Assignee, will execute and deliver any and all papers that may be necessary or desirable to perfect the title to said Marks, registrations and applications in Assignee, its successors, assigns or other legal representatives; and to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Marks, registrations, and applications, and any and all goodwill associated therewith, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Marks.

CLORE AUTOMOTIVE, LLC

Attest:

[Signature]

By: [Signature]
Name: Gus D. HALAS
Title: PRESIDENT + CEO

STATE OF MISSOURI)

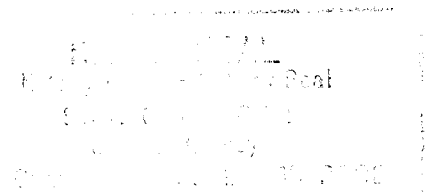
) ss.:

County of Jackson)

On this 15 day of ~~December~~ ^{October}, 2001, before me personally came Gus D. Halas, to me personally known, who being duly sworn did say that he is the President & CEO of Clore Automotive, LLC, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and said Gus D Halas acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public

My commission expires 12-15-02



LINCOLN AUTOMOTIVE COMPANY

Attest:

Michael P. Meyer

By: R. T. Rueb

Name: Roy T. RUEB

Title: TREASURER, SECRETARY

STATE OF MINNESOTA)

) ss.:

COUNTY OF RAMSEY)

On this 15th day of OCTOBER, 2001, before me personally came Roy T. RUEB, to me personally known, who being duly sworn did say that he is the TREASURER, SECRETARY of Lincoln Automotive Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and said Roy T. RUEB acknowledged said instrument to be the free act and deed of said corporation.

Mary C. Orenes
Notary Public

My commission expires JANUARY 31, 2005

SCHEDULE A

Assigned Trademarks

<i>Mark</i>	<i>Nation</i>	<i>Status</i>	<i>App. No.</i>	<i>App. Date</i>	<i>Regis. No.</i>	<i>Regis. Date</i>	<i>Owner</i>
MARQUETTE	US	Registered	72/313859	12/9/68	0882422	12/16/69	Lincoln
AJAX	US	Registered	72/220339	6/3/65	0805111	3/8/66	Lincoln
AMERICAN	US	Registered	72/268936	4/12/67	0865696	3/4/89	Lincoln
AMP CHAMP	US	Pending	75/147063	8/8/96			Lincoln
BANTAM (Stylized)	US	Registered	71/482459	4/23/45	0422172	7/9/46	Lincoln
PRO-ARC	US	Registered	73/155990	1/20/78	1111633	1/23/79	Lincoln
QUICKTEST	US	Registered	75/212721	12/13/96	2213722	12/29/98	Lincoln
WINNER & Design	US	Registered	73/525110	3/4/85	1391393	4/29/86	Lincoln
Design only	US	Registered	72/279017	8/25/67	0860443	11/19/68	Lincoln
INTELLICHARGER	Canada	Registered			434626	10/21/94	Lincoln
SHORT CHASSIS SERVICE JACK Design	US	Registered	74/713283	08/09/95	2163062	06/09/98	Lincoln

TRADEMARK

REEL: 002460 FRAME: 0208

RECORDED: 03/05/2002