

03-14-2002



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

RE

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

Tab settings

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

1. Name of conveying party(ies):

K & K Jump Start/Chargers, Inc.

3-5-02

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 12/14/2001

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

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

A. Trademark Application No.(s) 75/825,775; 76/037,777

B. Trademark Registration No.(s) 2,261,024; 2,466,740

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

City: St. Louis State: MO Zip: 63102

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:

DO NOT USE THIS SPACE

9. Signature.

03/14/2002 DBYRNE 00000002 75825775

01 FC:481 Daniel A. Crowe, Esq. 40.00 OP 225.00 OP

Name of Person Signing

Daniel A. Crowe

Signature

2-14-02

Date

6

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

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: 0209

Additional Trademark Registration Nos.

1,231,518

2,006,219

2,006,220

2,139,021

2,280,312

2,339,219

ASSIGNMENT OF TRADEMARKS

ASSIGNMENT made this 14th of December, 2001, by **K & K JUMP START/CHARGERS, INC.**, a corporation organized under the laws of Missouri (hereinafter referred to as the "Assignor") to **CLORE AUTOMOTIVE, L.L.C.**, a limited liability company organized under the laws of Delaware, with its principal place of business located at 1401 Iron Street, North Kansas City, Missouri 64116 (hereinafter referred to as the "Assignee").

RECITALS:

A. Assignor is the owner of the entire right, title and interests in and to the United States trademarks listed in Schedule "A" attached hereto and made a part hereof, and all registrations, applications and rights associated therewith (collectively referred to herein as the "Trademarks").

B. Assignor and Assignee have entered into a Contribution Agreement of even date herewith which provides for, among other things, Assignor's assignment of the Trademarks to Assignee, together with all goodwill associated therewith, and all common law rights therein.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Assignor, its successors and assigns, does hereby transfer, assign, set over unto Assignee, its successors, transferees, and assigns, all of Assignor's present and future right, title and interest in and to the Trademarks, together with any and all goodwill of the business symbolized by and associated with the Trademarks, all rights and claims associated therewith, including the right to recover damages for any past, present or future infringement, misappropriation and/or dilution of the Trademarks and all proceeds thereof.

And by this covenant Assignor agrees to execute or procure any further necessary assurance of title to said Trademarks, and at any time, upon the reasonable request of Assignee, will execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Trademarks 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 Trademarks, 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 Trademarks.

IN WITNESS WHEREOF, the undersigned Assignor has caused this Assignment of Trademarks to be executed by its duly authorized representative in North Kansas City, Missouri, on the day and year first above written.

ASSIGNOR:

K & K JUMP START/CHARGERS, INC.
a Missouri corporation

By: *[Signature]*
L.M. Clore, Jr., President

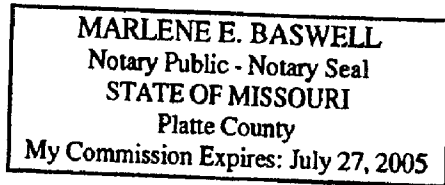
STATE OF MISSOURI)
) SS:
COUNTY OF CLAY)

On this 14th day of December, 2001, before me, Marlene E. Baswell Notary Public in and for said state, personally appeared L.M. Clore, Jr., who, being by me duly sworn did say that he is the President of K & K Jump Start/Chargers, Inc., a Missouri corporation, and that the foregoing agreement, was signed on behalf of said corporation by authority of its board of directors, and acknowledged said instrument to be the free act and deed of said corporation for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Marlene E. Baswell
Printed Name: Marlene E. Baswell

My commission expires: July 27, 2005



ASSIGNEE:

CLORE AUTOMOTIVE, L.L.C.
a Delaware limited liability company

By: [Signature]
Gus D. Halas, President

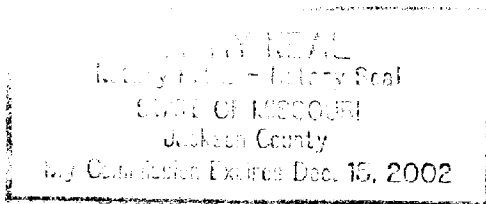
STATE OF MISSOURI)
 Jackson) SS:
COUNTY OF CLAY)

On this 14 day of December, 2001, before me, Kathy Neal, a Notary Public in and for said state, personally appeared Gus D. Halas., who, being by me duly sworn did say that he is a manager of Clore Automotive, L.L.C., a Delaware limited liability company, and that the foregoing agreement, was signed on behalf of said company by authority of its managers, and acknowledged said instrument to be the free act and deed of said company for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Kathy Neal
Printed Name: Kathy Neal

My commission expires: 12-15-2002



SCHEDULE "A"

Trademarks

1. Reg. No. 2,261,024 Booster Buddy
2. Reg. No. 2,466,740 Car Start
3. Reg. No. 1,231,518 Kar-Start
4. Reg. No. 2,006,219 Jump-Master
5. Reg. No. 2,006,220 Jump-N-Carry
6. Reg. No. 2,139,021 Jump-N-Cruise
7. Reg. No. 2,280,312 Jump-Smart
8. Reg. No. 2,339,219 Grip Lock
9. Big Dog (**Abandoned, May 3, 2001**) - Ser. No. 75/825,775 (Filed October 18, 1999)
10. Top Dog - Ser. No. 76/037,777 (Filed May 2, 2000)

KC01DOCS/561933.02