

07-09-2002



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Form PTO-1594 (Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

ON FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

NASC Enterprises, Inc.

- 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: May 31, 2002

2. Name and address of receiving party(ies)

Name: ProCare Automotive Service Solutions LLC

Internal

Address:

Street Address: 4850 East 49th Street

City: Cuyahoga Heights State: OH Zip: 44125

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

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

A. Trademark Application No.(s) None

B. Trademark Registration No.(s) 2,297,126; 2,267,308 2,384,302 2,384,300 2,384,303

Additional number(s) attached Yes No

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

Name: Timothy P. Fraelich

Internal Address: Jones, Day, Reavis, & Pogue

Street Address: 901 Lakeside Avenue

City: Cleveland State: OH Zip: 44114

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$ 140.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Timothy P. Fraelich

Name of Person

Signature

Date: June 27, 2002

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

07/08/2002 DBYRNE 00000011 2297126 01 FC:481 02 FC:482

**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 31<sup>st</sup> day of May, 2002 ("Effective Date"), by and between ProCare Automotive Service Solutions LLC, an Ohio limited liability company ("Assignee"), and NASC Enterprises, Inc., a Texas corporation ("Assignor").

A. Assignor, Assignor's subsidiary corporation and Assignee are parties to that certain Asset Purchase Agreement, dated as of May 31, 2002 ("Purchase Agreement"), pursuant to which Assignor and such subsidiary have agreed to sell and Assignee has agreed to purchase certain of the assets, properties, rights and interests relating to the Business (as defined in the Purchase Agreement).

B. Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under all trademarks, trade names, service marks, designs and logos used in the Business, including those trademarks set forth on Schedule A, and all registrations and applications thereto (collectively, the "Marks").

C. Pursuant to the Purchase Agreement, these Marks are to be assigned to Assignee, subject to the concurrent use and ownership described herein.

D. Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the Marks together with the goodwill of the business represented by the Marks, and all registrations and applications therefor, in the United States and for all foreign countries, including any renewals of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made; together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

Assignor represents and warrants that it has not executed and will not execute any agreement or other instrument in conflict with this Assignment.

Notwithstanding the foregoing, as further described in the Purchase Agreement, there is hereby retained by Assignor and therefore not included in the assets, rights and interests transferred hereby the Marks and associated goodwill and other rights but only for use, in Travis, Hays, and Williamson Counties in Texas and Cherokee, Clayton, Cobb, DeKalb, Forsyth, Fulton and Gwinett Counties in Georgia (the "Excluded Areas"), it being understood that Assignor shall retain the concurrent ownership of, rights in and use of the same within the Excluded Areas.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (2) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Marks, including, without limitation, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

This Assignment may be executed in counterparts, any one of which need not contain the signatures of more than one party, but all of which, taken together, constitute one and the same agreement.

\* \* \* \* \*

IN WITNESS WHEREOF, the undersigned have executed this instrument as of

May 3



NASC ENTERPRISES, INC.

By: [Signature]  
Name: STEVEN P. MCDONNELL  
Title: Pres. + CEO

STATE OF TEXAS )  
  ) SS:  
COUNTY OF Collin )

On this 18<sup>th</sup> day of June, 2002, personally appeared before me  
Steve McDowell, known to me to be Pres. + CEO of NASC Enterprises,  
Inc., who acknowledged that he/she signed this instrument as a free act on behalf of NASC  
Enterprises, Inc.

[Signature]  
Notary Public:  
My commission expires:

PROCARE AUTOMOTIVE SERVICES  
SOLUTIONS LLC

By: \_\_\_\_\_  
Richard A. Intorcio,  
Senior Vice President and  
Chief Financial Officer

STATE OF OHIO )  
  ) SS:  
COUNTY OF CUYAHOGA )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2002 personally appeared before me Richard A.  
Intorcio, known to me to be the Senior Vice President and Chief Financial Officer of ProCare  
Automotive Service Solutions LLC, who acknowledged that he signed this instrument as a free  
act on behalf of ProCare Automotive Service Solutions LLC.

\_\_\_\_\_  
Notary Public:  
My commission expires:

IN WITNESS WHEREOF, the undersigned have executed this instrument as of May 31, 2002.

NASC ENTERPRISES, INC.

By: \_\_\_\_\_

Name:

Title:

STATE OF TEXAS )

ss:

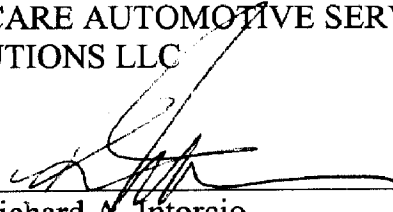
COUNTY OF )

On this \_\_\_\_ day of \_\_\_\_\_, 2002, personally appeared before me \_\_\_\_\_, known to me to be \_\_\_\_\_ of NASC Enterprises, Inc., who acknowledged that he/she signed this instrument as a free act on behalf of NASC Enterprises, Inc.

\_\_\_\_\_  
Notary Public:

My commission expires:

PROCARE AUTOMOTIVE SERVICES  
SOLUTIONS LLC

By:  \_\_\_\_\_

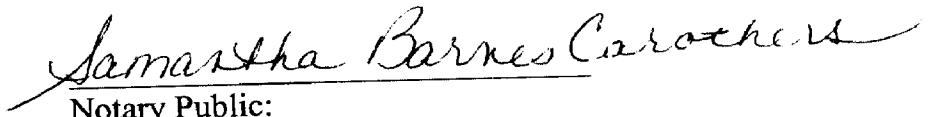
Richard A. Intorcio,  
Senior Vice President and  
Chief Financial Officer

STATE OF OHIO )

ss:

COUNTY OF CUYAHOGA )

On this 21<sup>st</sup> day of June, 2002 personally appeared before me Richard A. Intorcio, known to me to be the Senior Vice President and Chief Financial Officer of ProCare Automotive Service Solutions LLC, who acknowledged that he signed this instrument as a free act on behalf of ProCare Automotive Service Solutions LLC.



Notary Public:

My commission expires:

SAMANTHA BARNES CAROTHERS, Notary Public  
Residence - Summit County  
State Wide Jurisdiction, Ohio  
My Commission Expires June 11, 2003

SCHEDULE A

Trademark and Service Mark Registration

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
"America's Service Station", Class 35	U.S.	2,297,126	November 30, 1999
"Service You'll Swear by. Not At", Class 35	U.S.	2,267,308	August 3, 1999
"License Plate Design", Class 37	U.S.	2,384,300	September 5, 2000
"License Plate Design", Class 39	U.S.	2,384,302	September 5, 2000
"License Plate Design", Class 35	U.S.	2,384,303	September 5, 2000