

10-10-2002



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Form PTO-1594

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

Tab settings ⇒ ⇒ ⇒ ▼ ▼ ▼

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):

PRECISION FUNDING L.L.C. **10-4-02**

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other VIRGINIA LIMITED LIABILITY COMPANY

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 09/09/2002

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

A. Trademark Application No.(s)

N/A

Additional number(s) attached

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

Name: FERHANA ALI

Internal Address: PRECISION AUTO CARE, INC.

Street Address: 748 MILLER DRIVE S.E.

City LEESBURG State: VA Zip: 20175

2. Name and address of receiving party(ies)

Name: PRECISION FRANCHISING LLC

Internal

Address: PRECISION AUTO CARE, INC.

Street Address: 748 MILLER DRIVE, S.E.

City: LEESBURG State: VA Zip: 20175

- ☐ Individual citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____

☒ Other VIRGINIA 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) N/A

Additional name(s) & address(es) attached? ☐ Yes ☐ No

B. Trademark Registration No.(s)

1966902

1968631

☐ Yes ☒ No

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41). \$ 65

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate 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 F. SIMMONS

Name of Person Signing

Signature

Date

30 Sept. 2002

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

10/09/2002 TDIAZ1 00000046 1966902

01 FC:481
02 FC:482

40.00 OP
25.00 OP

TRADEMARK
REEL: 002595 FRAME: 0433

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made as of 9/9, 2002 by Precision Funding L.L.C., a Virginia Limited Liability Company, ("Assignor") to Precision Franchising LLC, a Virginia Limited Liability Company ("Assignee").

Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in and to the trademarks set forth on Exhibit A hereto (the "Trademarks"), together with the goodwill pertaining thereto.

NOW, THEREFORE, in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby grants, assigns and conveys to Assignee all of its rights, title and interest in and to the Trademarks, together with the goodwill pertaining thereto.
2. Title. Assignor hereby represents and warrants that is has the full right to convey, all right, title and interest in and to the Trademarks.
3. Right to Sue for Past Infringement. Assignor also assigns to Assignee all claims for past damages by reason of past infringement or misappropriation of the Trademarks, with the right to sue for and collect same for its own use and behalf and for the use and on behalf of Assignee's successors, assigns or other legal representatives.
4. Cooperation. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Agreement.
5. Binding Effect. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

By: Precision Funding L.L.C., Assignor

Peter C. Keefe
Manager

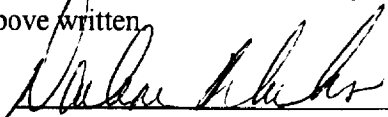
District of Columbia
~~STATE OF~~

) SS.

COUNTY OF _____)

On this 9 day of September, 2002, before me Peter C. Keefe ^{Notary} Dalene A. Baker, a Notary Public in and for said state, personally appeared Peter C. Keefe known to be to be the person who executed the within instrument on behalf of Precision Funding L.L.C., and acknowledged to me that he executed the same for the purposes therein stated.

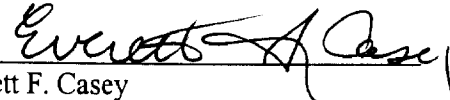
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.


Notary Public

My Commission Expires:

**NOTARY PUBLIC
DISTRICT OF COLUMBIA
DARLENE R. ARCHER
MY COMMISSION EXPIRES
APRIL 14, 2004**

By: Precision Franchising LLC, Assignee

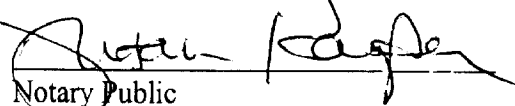

Everett F. Casey
Vice President and Assistant General Counsel

Commonwealth
STATE OF Virginia

) SS.
COUNTY OF Landover

On this day of 8/5, 2002, before me Susan Kasper a Notary Public in and for said state, personally appeared Everett F. Casey known to me to be the person who executed the within instrument on behalf of Precision Franchising LLC and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.


Notary Public

My Commission Expires:

**Susan Kasper
Notary Public
Commonwealth of Virginia
My Commission Expires Feb. 28, 2003**

**Susan Kasper
Notary Public
Commonwealth of Virginia
My Commission Expires Feb. 28, 2003**

EXHIBIT A

U.S. TRADEMARK REGISTRATION

Mark

LUBE DEPOT
LUBEDEPOT

Registration No.

1,966,902
1,968,631

PTO Form 1583 (Rev 4/2000)
OMB No. 0651-0009 (Exp. 08/31/2004)



* Combined Declaration of Use and Incontestability Under Sections 8 & 15 *

* (15 U.S.C. §§ 1058 & 1065) *

* To the Commissioner for Trademarks *

<DOCUMENT INFORMATION>

<COMBINED DECLARATION OF USE AND INCONTESTABILITY UNDER SECTIONS 8 & 15>

<VERSION 1.22>

<TRADEMARK/SERVICEMARK INFORMATION>

<MARK> LUBE DEPOT

<REGISTRATION NUMBER> 1966902

<SERIAL NUMBER> 74673956

<REGISTRATION DATE> 04/09/1996

<OWNER INFORMATION>

<NAME> PRECISION FRANCHISING LLC

<STREET> 748 MILLER DRIVE S.E.

<CITY> LEESBURG

<STATE> VA

<COUNTRY> USA

<ZIP/POSTAL CODE> 20175

<E-MAIL ADDRESS> Ferhana.ali@precisionac.com

<GOODS AND SERVICES INFORMATION>

<ALL GOODS AND/OR SERVICES IN EXISTING REGISTRATION> Yes

~ The owner has used the mark in commerce for five consecutive years after the date of registration, or the date of publication under Section 12(c), and is still using the mark in commerce on or in connection with all goods and/or services listed in the existing registration.

~

<FEE INFORMATION>

<COMBINED SECTIONS 8 & 15 FILING FEE AMOUNT> 300

<NUMBER OF CLASSES> 1

<GRACE PERIOD FEE AMOUNT> 100

<NUMBER OF CLASSES> 1

<TOTAL FEES PAID> 400

<NUMBER OF CLASSES> 1

<USE INFORMATION>

<SPECIMEN DESCRIPTION> PHOTOGRAPHS OF SIGNAGE OF FRANCHISED STORE AND COPY OF INVOICE

<LAW OFFICE INFORMATION>

<E-MAIL ADDRESS FOR CORRESPONDENCE> Ferhana.ali@precisionac.com

~ The USPTO is authorized to communicate with the applicant at the above e-mail address ~

<SIGNATURE AND OTHER INFORMATION>

~ **Declaration:** The owner is using or is using through a related company the mark in commerce on or in connection with the goods/services identified above, as evidenced by the attached specimen(s) showing the mark as used in commerce. The mark has been in continuous use in commerce for five consecutive years after the date of registration, or the date of publication under Section 12(c), and is still using the mark in commerce on or in connection with all goods and/or services listed in the existing registration. There has been no final decision adverse to the owner's claim of ownership of such mark for such goods and/or services, or to the owner's right to register the same or to keep the same on the register; and there is no proceeding involving said rights pending and not disposed of either in the Patent and Trademark Office or in the courts. ~

~ The undersigned being hereby warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001, and that such willful false statements and the like may jeopardize the validity of this document, declares that he/she is properly authorized to execute this document on behalf of the Owner; and all statements made of his/her own knowledge are true and that all statements made on information and belief are believed to be true.

<SIGNATURE>

* please sign

<DATE>

<NAME> Frederick F. Simmons

<TITLE> Sr. Vice President and General Counsel

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to:

Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513

on

Date

Signature

Typed or printed name of person
signing certificate

PTO Form 1583 (Rev 4/2000)
OMB No. 0651-0009 (Exp. 08/31/2004)

*** Combined Declaration of Use and Incontestability Under
Sections 8 & 15 ***

*** (15 U.S.C. §§ 1058 & 1065) ***

*** To the Commissioner for Trademarks ***

<DOCUMENT INFORMATION>

<COMBINED DECLARATION OF USE AND INCONTESTABILITY UNDER SECTIONS 8 & 15>

<VERSION 1.22>

<TRADEMARK/SERVICEMARK INFORMATION>

<MARK> LUBEDEPOT, Letters in stylized form.

<REGISTRATION NUMBER> 1968631

<SERIAL NUMBER> 74690909

<REGISTRATION DATE> 04/16/1996

<OWNER INFORMATION>

<NAME> PRECISION FRANCHISING LLC

<STREET> 748 MILLER DRIVE S.E.

<CITY> LEESBURG

<STATE> VA

<COUNTRY> USA

<ZIP/POSTAL CODE> 20175

<E-MAIL ADDRESS> Ferhana.ali@precisionac.com

<GOODS AND SERVICES INFORMATION>

<ALL GOODS AND/OR SERVICES IN EXISTING REGISTRATION> Yes

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<NUMBER OF CLASSES> 1

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<NUMBER OF CLASSES> 1

<USE INFORMATION>

<SPECIMEN DESCRIPTION> PHOTOGRAPHS OF SIGNAGE OF FRANCHISED STORE AND COPY OF INVOICE

<E-MAIL ADDRESS FOR CORRESPONDENCE> Ferhana.ali@precisionac.com