

MRD 2/10/2003



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

102354025 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):

Truck Air Parts/Mfg. Corporation

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 02/03/2003

2. Name and address of receiving party(ies)

Name: MEI Corporation

Internal Address:

Address:

Street Address: 1132 Dividend Court

City: Peachtree City State: GA Zip: 30269

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Georgia 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) See attached list

Additional number(s) attached Yes No

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

Name: David E. Friedman, Esq.

Internal Address: Lawler, Tanner & Zitron, P.C.

Suite 1640

Street Address: 200 Galleria Parkway

City: Atlanta State: GA Zip: 30339

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 3.41) \$ 285.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

David E. Friedman, Esq.

Name of Person Signing

Signature

February 5, 2003

Date

02/11/2003 LMUELLER 00000194 1767367

Total number of pages including cover sheet, attachments, and document: 5

01 FC:8521 02 FC:8522 03 FC:8524

40.00 125.00 120.00

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

Attachment to PTO-1594
Truck Air Parts/Mfg. Corporation
to
MEI Corporation

Continuation of Item 4.B

The enclosed 3-page "Trademark Assignment and Bill of Sale" should be recorded against the following 6 trademarks:

<u>Reg. Number</u>	<u>Serial Number</u>	<u>Word Mark</u>
1767367 ✓	74242895	TRUCK AIR PARTS
1774158 ✓	74238916	TRUCK AIR PARTS
1736372 ✓	74180690	TRUCK AIR PARTS
1827372 ✓	74238915	TRUCK AIR PARTS
1373149 ✓	73513242	TRUCK AIR PARTS
1350998 ✓	73416755	IDEALAIR

TRADEMARKS ASSIGNMENT AND BILL OF SALE

THIS TRADEMARKS ASSIGNMENT AND BILL OF SALE is entered into this 3rd day of February 2003 by and between TRUCK AIR PARTS/MFG. CORPORATION ("Seller") and MEI CORPORATION, a Georgia corporation ("Purchaser").

WHEREAS, Purchaser and Seller have entered into an Asset Purchase Agreement dated as of February 2, 2003 (the "Asset Purchase Agreement"; capitalized terms not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement), pursuant to which Seller has agreed to sell, transfer, convey, assign and deliver to Purchaser and Purchaser has agreed to purchase from Seller a substantial portion of the assets used or held for use by Seller in connection with the conduct of its business as the same shall exist on the date hereof;

WHEREAS, Seller desires to transfer and assign to Purchaser the assets described below pursuant to Section 1.1 of the Asset Purchase Agreement and Purchaser desires to accept the sale, transfer, conveyance, assignment and delivery thereof;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, transfers, conveys, assigns and delivers to Purchaser free and clear of all Liens, Seller's right, title and interest in, to and under the following trademarks and service marks owned by Seller:

<u>Serial Number</u>	<u>Word Mark</u>
74242895	Truck Air Parts
74238916	Truck Air Parts
74180690	Truck Air Parts
74238915	Truck Air Parts
73513242	Truck Air Parts
73423918	Truck Air Parts
73416755	Idealair
73324029	Truck Air Parts

(the "Assigned Assets"), *TO HAVE AND TO HOLD* the same unto Purchaser, its successors and assigns, forever.

Seller represents, warrants, covenants and agrees that it: (a) has good and marketable title to the Assigned Assets, free and clear of all Liens other than Permitted Liens; and (b) will warrant and defend the sale of the Assigned Assets against all and every Person or Persons whomsoever claiming against any or all of the same, subject to the terms and provisions of the Asset Purchase Agreement.

Nothing contained in this General Assignment and Bill of Sale shall be deemed to supersede, enlarge on or modify any of the obligations, agreements, covenants, representations or warranties of Seller, Shareholder or Purchaser contained in the Asset Purchase Agreement.

At any time or from time to time after the date hereof, at Purchaser's request and without further consideration, Seller shall execute and deliver to Purchaser such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as Purchaser may reasonably deem necessary or desirable in order more effectively to transfer, convey and assign to Purchaser, and to confirm Purchaser's title to, all of the Assigned Assets, and, to the full extent permitted by law, to put Purchaser in actual possession and operating control of the Assigned Assets and to assist Purchaser in exercising all rights with respect thereto.

Seller hereby constitutes and appoints Purchaser the true and lawful attorney of Seller, with full power of substitution, in the name of Seller or Purchaser, but on behalf of and for the benefit of Purchaser: (i) to demand and receive from time to time any and all of the Assigned Assets and to make endorsements and give receipts and releases for and in respect of the same and any part thereof; (ii) to institute, prosecute, compromise and settle any and all actions or proceedings that Purchaser may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Assigned Assets; (iii) to defend or compromise any or all actions or proceedings in respect of any of the Assigned Assets; and (iv) to do all such acts and things in relation to the matters set forth in the preceding clauses (i) through (iii) as Purchaser shall deem desirable. Seller hereby acknowledges that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by it in any manner or for any reason. Purchaser shall indemnify and hold harmless Seller and its officers, directors, employees, agents and Affiliates from any and all Losses caused by or arising out of any breach of law by Purchaser in its exercise of the aforesaid powers.

This Trademarks Assignment and Bill of Sale may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

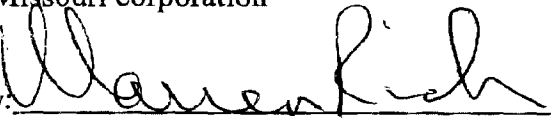
This Trademarks Assignment and Bill of Sale shall be governed by and construed in accordance with the laws of the State of Georgia applicable to a contract executed and performed in such State without giving effect to the conflicts of laws principles thereof, except that if it is necessary in any other jurisdiction to have the law of such other jurisdiction govern this General Assignment and Bill of Sale in order for this General Assignment and Bill of Sale to be effective in any respect, then the laws of such other jurisdiction shall govern this General Assignment and Bill of Sale to such extent.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this General Assignment and Bill of Sale on the day and year first above written.

SELLER:

TRUCK AIR PARTS/MFG. CORPORATION,
a Missouri corporation

By: 

Warren Rich
President