



TF

MARK OFFICE

12-23-2002

Docket No. 20074.0000



FORM COVER SHEET

TO: The Commissioner of Patents and Trademarks

102319110

is attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other \_\_\_\_\_

Conveying Party

12/17/02

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
12 19 2001

Name TruckPro, Inc.

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Nevada

Receiving Party

Mark if additional names of receiving parties attached

Name Truck Pro, Inc.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 60 Madison Avenue

Address (line 2) \_\_\_\_\_

Address (line 3) Memphis Tennessee 38103  
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Delaware

FOR OFFICE USE ONLY

12/20/2002 DBYRNE 00000034 2371324  
40.00 DP  
50.00 DP  
01 FC:0521  
02 FC:0522

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name \_\_\_\_\_  
Address (line 1) \_\_\_\_\_  
Address (line 2) \_\_\_\_\_  
Address (line 3) \_\_\_\_\_  
Address (line 4) \_\_\_\_\_

**Correspondent Name and Address**

Area Code and Telephone Number

202.663.8000

Name Nancy S. Lapidus  
Address (line 1) ShawPittman LLP  
Address (line 2) 2300 N. Street, NW  
Address (line 3) Washington, D.C. 20037-1128  
Address (line 4) \_\_\_\_\_

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments. # 4

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
_____	_____	_____	<u>2371324</u>	<u>2059105</u>	<u>2375419</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

**Number of Properties**

Enter the total number of properties involved.

# 3

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 90.

Method of Payment: Enclosed  Deposit Account

Deposit Account  
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: \_\_\_\_\_

# \_\_\_\_\_

Authorization to charge additional fees:

Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Nancy S. Lapidus  
Name of Person Signing

Nancy Lapidus  
Signature

12/17/08  
Date Signed

ASSIGNMENT

Assignment is made this 19<sup>th</sup> day of December, 2001 by TruckPro, Inc., a Nevada corporation having its principal place of business at 123 South Front Street, Memphis, Tennessee (hereinafter "Assignor").

WHEREAS, Assignor is the owner of the trademarks and service marks set forth in Appendix A to this Agreement (hereinafter "Assigned Marks"), the goodwill of the business in connection with which the Assigned Marks are used, and the registrations and application for registration of the Assigned Marks listed in Appendix A; and

WHEREAS, TruckPro, Inc., a Delaware corporation having its principal place of business at 123 Madison Avenue, Memphis, Tennessee 38103 (hereinafter "Assignee") is desirous of acquiring all of Assignor's right, title and interest in and to the Assigned Marks, the goodwill symbolized thereby, and the registrations and application for registration thereof.

NOW, THEREFORE, for and in consideration of the promises and covenants set forth below and the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Assigned Marks, the goodwill symbolized thereby, and the registrations and application for registration of the Assigned Marks listed in Appendix A, together with the right to recover for all past acts of infringement, dilution and/or other violations of Assignor's rights in the Assigned Marks including, but not limited to, all causes of action (at law or in equity) and all rights to sue, counterclaim, recover damages and obtain injunctions for past, present and future infringement, dilution or other violations of the Assigned Marks.

The United States Commissioner of Patents and Trademarks is hereby authorized to forward to Assignee all such communications relating to the assigned United States registrations listed in Appendix A which may be warranted by this Assignment.

TRUCKPRO, INC.

Signatory: [Signature] By [Signature]  
Name: Donald R. Rawlins / Michael B. Baird  
Title: Vice President / ~~Senior~~ President

OF MASSACHUSETTS )  
OF SUFFOLK )

ed and sworn to before me this 16<sup>th</sup>  
December, 2001.

[Signature]

Notary Public JODIE SALASNY, Notary Public  
My commission expires April 8, 2005

My Commission Expires:  
April 8, 2005

APPENDIX A

FEDERAL REGISTRATIONS

<u>Registration No.</u>	<u>Mark</u>	<u>Issue Date</u>
Reg. No. 1,071,956	TRUCKPRO HEAVY DUTY PROFESSIONALS	08/23/77
Reg. No. 2,216,827	TRUCKPRO PARTS STORE	01/12/99
Reg. No. 2,222,113	TRUCKPRO	02/09/99
Reg. No. 2,265,948	TRUCKPRO PARTS WAREHOUSE	08/03/99
Reg. No. 2,371,324	TRUCKPRO & Design	07/25/00
Reg. No. 2,375,419	T TRUCK PRO & Design	08/08/00
Reg. No. 2,059,105	ARMADA	05/06/97
Reg. No. 2,428,210	ARMADA & Design	02/13/01
Reg. No. 2,423,086	ARMADA & Design	01/23/01
Reg. No. 2,473,093	WE ARE HEAVY DUTY	07/31/01
Reg. No. 2,092,679	TECHAIR	09/02/97

STATE REGISTRATIONS

<u>Registration No.</u>	<u>Mark</u>	<u>Issue Date</u>
Arkansas Reg. No. 437	TRUCKPRO	03/03/97
Indiana Reg. No. 1997-0175	TRUCKPRO	04/09/97
Indiana Reg. No. 1997-0174	TRUCKPRO	04/09/97
Indiana Reg. No. 5009-8094	TRUCKPRO (Stylized)	06/10/87

MEXICAN REGISTRATIONS

<u>Registration No.</u>	<u>Mark</u>	<u>Issue Date</u>
Mexican Reg. No. 664,056	TRUCKPRO	11/10/98

664,057

TRUCKPRO

110/10/98

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Mark

Filing Date

No. 895.608

TRUCKPRO

11/05/98

MARKS

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