

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quality Design Systems, Inc.		10/02/2003	CORPORATION: IOWA

RECEIVING PARTY DATA	
Name:	Bandag Licensing Corporation
Street Address:	2905 North Highway 61
City:	Muscatine
State/Country:	IOWA
Postal Code:	52761
Entity Type:	CORPORATION: IOWA

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2286216	CYBER WHEELS
Registration Number:	2190857	TIREMASTER

CORRESPONDENCE DATA	
Fax Number:	(312)616-5700
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-616-5600
Email:	abuss@leydig.com
Correspondent Name:	Mark J. Liss
Address Line 1:	Two Prudential Plaza, 180 North Stetson
Address Line 2:	Suite 4900
Address Line 4:	Chicago, ILLINOIS 60601-6780

ATTORNEY DOCKET NUMBER:	224580
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NAME OF SUBMITTER:	Angela J. Buss
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Total Attachments: 2
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ASSIGNMENT OF TRADEMARKS

This Assignment is made this 2nd day of October, 2003, by and between Quality Design Systems, Inc. ("Assignor"), an Iowa corporation with its principal place of business at 2905 North Highway 61, Muscatine, Iowa 52761, and Bandag Licensing Corporation ("Assignee"), an Iowa corporation with its principal place of business at 2905 North Highway 61, Muscatine, Iowa 52761.

WITNESSETH:

WHEREAS, Assignor is the owner of the trademarks (the "Marks") listed in Exhibit A attached hereto;

WHEREAS, Assignor desires to assign the Marks to the Assignee;

WHEREAS, Assignee desires that Assignor assign the Marks to Assignee;

NOW, THEREFORE, in consideration of the premises and the mutual promises hereinafter set forth, and for good and other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor formally assigns and transfers to Assignee all right, title, and interest to the Marks identified in Exhibit A together with the goodwill of the business symbolized by the Marks, and the applications and registrations thereof, including all common-law and other rights in said Marks, all claims, demands and causes for action, both at law and in equity, that Assignor may have, or may hereinafter acquire, on account on any infringement of said Marks, and the applications and registrations thereof, prior to the date hereof, and does hereby empower Assignee, and its successors in interest, to sue for and collect the same, to its and their own absolute use.
2. Assignee accepts the foregoing assignment of the Marks.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed on their behalf in the manner legally binding upon them.

ASSIGNOR

QUALITY SYSTEM DESIGNS, INC.

BY: 

TITLE: Charles W. Vesey, Vice President

ASSIGNEE

BANDAG LICENSING CORPORATION

BY: 

TITLE: David W. Eaton
Assistant Secretary

TRADEMARK

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EXHIBIT A

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Country</u>
TIREMASTER	2,190,857	September 22, 1998	United States
CYBER WHEELS	2,286,216	October 12, 1999	United States