

06-17-2003



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

RECO 102475238 TRADEMARKS ONLY

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

Tab settings

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

1. Name of conveying party(ies): Noble Logistic Services, 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: March 21, 2003

2. Name and address of receiving party(ies)

Name: SRS California Operations, LLC Internal Address:

Street Address: 2415 Campus Drive, #101

City: Irvine State: CA Zip: 92612

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other 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) Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s) 76/356,979

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: David A. McClaughry

Internal Address: Harness, Dickey & Pierce, PLC

P.O. Box 828

Street Address:

City: BloomfieldHills State: MI Zip: 48303

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

08-0750

DO NOT USE THIS SPACE

9. Signature.

David A. McClaughry Name of Person Signing

Signature

5/1/03 Date

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

06/16/2003 6TON11

00000142 76356979

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

01 FC:0521

40.00 OP

TRADEMARK REEL: 002755 FRAME: 0505

# TRADEMARK ASSIGNMENT

WHEREAS, Noble Logistic Services, Inc., a California corporation ("Assignor"), is the owner of the entire right, title and interest in and to the trademark application identified in Appendix A hereto (the "Mark");

WHEREAS, SRS California Operations LLC, a Delaware limited liability company ("Assignee"), is desirous of acquiring ownership of the Mark;

WHEREAS, pursuant to the Asset Purchase Agreement dated as of the 21 day of March, 2003 between Assignor and Assignee (collectively, the "Parties" or singularly, a "Party"), Assignor agreed to assign, transfer and convey to Assignee all rights title and interests of Assignor in and to the Mark together with the entire right, title and interest in and to any cause of action for infringement or dilution thereof;

NOW, THEREFORE, effective upon the Closing Date, as such term is defined in the Asset Purchase Agreement, Assignor does hereby sell, assign and transfer to Assignee for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor's title, rights and interests in and to the Mark, including the right to file applications for registrations of the Mark and any rights assigned under this Agreement together with the goodwill attached to and symbolized by the Mark; the same to be held and enjoyed by Assignee, for its own use, and for its legal representatives and assigns as fully and entirely as the same would have been held by Assignor had this assignment not been made. Assignor assigns and further transfers to Assignee whatever cause of action Assignor may have for past or present infringement of the Mark, together with the right to bring suit for any such infringement and to seek and receive damages and other relief arising from any such infringement.

Responsibility for the further filing, payment of filing fees, prosecution, issuance, maintenance, defense and enforcement of the Mark shall pass to Assignee on the Closing Date. Copies of case files and all documentation relating to the Mark will be transferred to Assignee within a reasonable period of time following the Closing Date.

This Trademark Assignment and the relationship of hereunder of the Parties shall be exclusively interpreted in accordance and governed by the law of the State of Texas.

Executed this 21 day of March, 2003.

ASSIGNOR: NOBLE LOGISTIC SERVICES, INC.

By: [Signature]  
Name: Michael Azev  
Title: Vice President

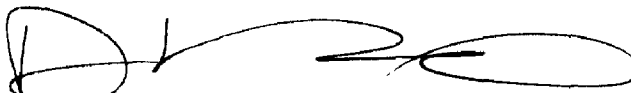
ASSIGNEE: SRS CALIFORNIA OPERATIONS LLC

By: [Signature]  
Name: Steve Savant  
Title: Manager

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

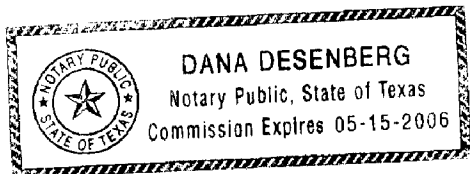
This instrument was acknowledged before me on the 21 day of March, 2003, by Michael Azar, Vice-President of Noble Logistic Services, Inc., a California corporation, on behalf of said corporation.




  
\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 21 day of March, 2003, by Steve Sawant, Manager of SRS California Operations LLC, a Delaware limited liability company, on behalf of said limited liability company.



  
\_\_\_\_\_  
Notary Public, State of Texas

**APPENDIX A**

<b>Mark</b>	<b>Description</b>	<b>Serial No.</b>
Noble Logistic Services and Design		76/356,979