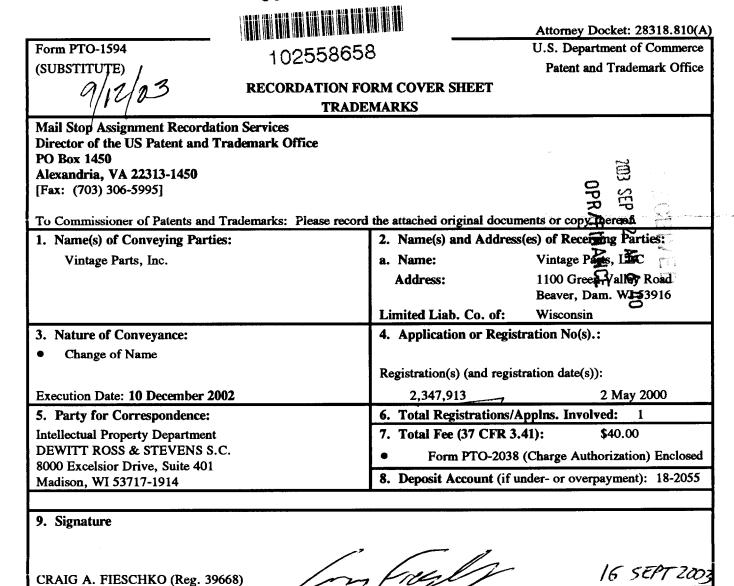
09-25-2003



I certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450.

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NOTICE OF OWNERSHIP OF MARKS AND TRADE NAMES PURSUANT TO STATUTORY CONVERSION/REORGANIZATION

This document is made by Vintage Parts, Inc., a Wisconsin corporation, located and doing business at 1100 Green Valley Road, Beaver Dam, WI 53916 (hereinafter the ASSIGNOR), to Vintage Parts, LLC, a Wisconsin limited liability company, located and doing business at 1100 Green Valley Road, Beaver Dam, WI 53916 (hereinafter the ASSIGNEE).

ASSIGNOR has adopted, used, is using and is the owner of certain marks and trade names, including (but not limited to) the following mark as identified in the following document on file in the U.S. Patent and Trademark Office:

Mark	Application Serial No.	Application Filing Date	Registration No.	Registration Date
VINTAGE PARTS, INC.	75762511	July 28, 1999	2347913	May 2, 2000

ASSIGNOR is undergoing a conversion or reorganization pursuant to Sections 180.1161 and 183.1207 of the Wisconsin Statutes wherein it will continue operations as ASSIGNEE, and wishes it to be known that ASSIGNEE will, from the effective date of the conversion/reorganization, have ownership of all marks and trade names, including the foregoing marks and their U.S. applications for registration and/or U.S. registrations, and the goodwill of the business connected with and symbolized by the marks, as the successor to ASSIGNOR to that part of the ongoing and existing business to which the marks pertain.

Further, to any extent to which the conversion/reorganization should fail to have the ownership of the marks and trade names assumed by ASSIGNEE, ASSIGNOR and ASSIGNEE wish this document to serve as an assignment of the marks and trade names from ASSIGNOR to ASSIGNEE, including their U.S. applications for registration and/or U.S. registrations and the goodwill of the business connected with and symbolized by the marks, whereby ASSIGNEE would hold all rights and interests in the marks and trade names as fully and completely as ASSIGNOR would if the conversion/reorganization had never occurred.

THEREFORE, for good and valuable consideration provided by ASSIGNEE to ASSIGNOR, the receipt and sufficiency of which is hereby mutually acknowledged:

To any extent to which ASSIGNEE is not the owner of the marks and trade names as of the effective date of the conversion/reorganization, ASSIGNOR hereby sells, assigns, and transfers to ASSIGNEE all of its rights, title and interest in and to the marks and trade names; all registrations of and applications to register the marks; all goodwill associated with and symbolized by the marks; and all right to sue for and receive all damages accruing from past infringements of the marks herein assigned.

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This agreement shall be binding upon and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of ASSIGNOR and ASSIGNEE, as well as all others acting by, through, with or under their direction, and all those in privity therewith.

This agreement shall be construed under and pursuant to the laws of the State of Wisconsin, and the form and venue for any conflict shall be a court located in the State of Wisconsin or within any other state in which it is alleged by the plaintiff that the defendant has violated this agreement.

Executed and delivered this 10 day of Decay 1, 2002.

vintage parts, inc., assignor

Darrell L. Armbruster, President

RECORDED: 09/12/2003

STATE OF WISCONSIN) ss. COUNTY OF DODGE)

On this <u>10</u> day of <u>Necember</u>, 2002, Darrell L. Armbruster, President, the person who signed this instrument, appeared before me and acknowledged that the same was signed as a free act on behalf of ASSIGNOR with authority to do so.

Notary Public, State of Wisconsin

My commission expires: <u>March 14, 2004</u>

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