

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Parts Depot Company, L.P.		04/22/2004	LIMITED PARTNERSHIP: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Parts Depot, Inc.		
<b>Street Address:</b>	2177 Dale Avenue, S.E.		
<b>City:</b>	Roanoke		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	24013		
<b>Entity Type:</b>	CORPORATION: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1845975	PARTS DEPOT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(216)592-5009		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	216-696-4943		
<b>Email:</b>	christian.drago@tuckerellis.com		
<b>Correspondent Name:</b>	Christian R. Drago		
<b>Address Line 1:</b>	925 Euclid Avenue		
<b>Address Line 2:</b>	1150 Huntington Building		
<b>Address Line 4:</b>	Cleveland, OHIO 44115		
<b>ATTORNEY DOCKET NUMBER:</b>	44496/65555		
<b>NAME OF SUBMITTER:</b>	Christian R. Drago		
<b>Total Attachments: 2</b>			
source=Parts Depot Assignment#page1.tif			
source=Parts Depot Assignment#page2.tif			

OP \$40.00 1845975

ASSIGNMENT

WHEREAS, Parts Depot Company, L.P., a Delaware limited partnership having its principal offices at 2177 Dale Avenue, S.E., Roanoke, Virginia 24013, has adopted, used, is using and is the owner of the following trademark registration, which is registered in the United States Patent and Trademark Office:

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration/Filing Date</u>
PARTS DEPOT	1,845,975	July 19, 1994

WHEREAS, Parts Depot, Inc., a Florida corporation having its principal offices at 2177 Dale Avenue, S.E., Roanoke, Virginia 24013, is desirous of acquiring said Trademark.

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Parts Depot Company, L.P., hereby assigns to Parts Depot, Inc., all right, title and interest in the United States in and to said Trademark registration, together with the goodwill of the business symbolized by said Trademark registration, and all causes of action, claims, and demands or other rights for or arising from any infringement, including past infringement of the Trademark registration.

Parts Depot Company, L.P., will, at any time and from time to time, upon request of Parts Depot, Inc., and at Parts Depot Company, L.P.'s expense, do, execute, acknowledge, and deliver all such further acts and deeds, assignments, instruments of transfer or conveyance, registrations for assignments, powers of attorney and assurances as may be required for the assigning, assuring, and confirming to Parts Depot, Inc., or to its successors and assigns, or for aiding and assisting in collecting and reducing to possession, the Trademark intended to be assigned under this Assignment.

This Assignment is made by Parts Depot Company, L.P., without any representation or warranty of any kind whatsoever, including without limitation, any representation or warranty relating to the validity or enforceability or the status of the trademark registration.

This Assignment will be binding upon the heirs, assigns, nominees, or other legal representatives of Parts Depot Company, L.P.

Executed, this 22nd day of April, 2004.

Parts Depot Company, L.P.


By: Parts Depot, Inc., its general partner

By:   
Name: Arthur H. Dunkin

COMMONWEALTH OF VIRGINIA )  
 ) SS:  
COUNTY OF Roanoke )

BEFORE ME, a Notary Public for said county personally appeared the above-named Arthur H. Dunkin, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my and official seal at Roanoke, Virginia, this 22 day of April, 2004.

  
*Loretta K Edge*  
Notary Public

**My Commission Expires 1/31/08**