

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
Bondo Corporation		07/26/2004	CORPORATION: GEORGIA

RECEIVING PARTY DATA	
Name:	Pennzoil-Quaker State Company
Street Address:	700 Milam
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	0733648	BLACK MAGIC

CORRESPONDENCE DATA	
Fax Number:	(713)241-6617
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	ipptomail@shell.com
Correspondent Name:	Kimbley L. Muller
Address Line 1:	One Shell Plaza
Address Line 4:	Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER:	2361USA
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NAME OF SUBMITTER:	Kim Muller
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Total Attachments: 4
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ASSIGNMENT OF TRADEMARK RIGHTS AND REGISTRATION

WHEREAS, Bondo Corporation, "Assignor", a Georgia corporation, having its principal offices at 3700 Atlanta Industrial Parkway, Atlanta, Georgia, 30331 adopted and has used in its business the following trademark which is the subject of United States Trademark Registration (the "Mark") and is listed as the owner of the Mark and the goodwill of the business symbolized by the Mark:

Trademark	Registration No.
BLACK MAGIC	733,648

WHEREAS, Pennzoil-Quaker State Company, "Assignee" a Delaware corporation having its principal offices at 700 Milam, Houston, Texas, 77002 is a Licensee of the Mark as per a License Agreement For Trademark dated 19 January, 1998 (License Agreement) between National Autobody Supply Company and Quaker State Corporation and is desirous of acquiring the Mark and the associated goodwill;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows;

Assignor hereby assigns all rights, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark and the U.S. Registration Certificate 733,648 of said Mark.

Except as provided herein in the following indemnity provision, each party agrees to mutually release and waive any claims arising out of a breach of the License Agreement including erroneous claims of ownership or mischaracterization of registration status by either party.

Assignee agrees to fully defend and indemnify Assignor, and affiliates of Assignor, from any third party claims based on Assignee's erroneous claims of ownership of the Mark or mischaracterization of the registrations status of the Mark by

Assignee arising out of Assignee's use of Mark under the License Agreement. Such indemnity survives termination of the License Agreement.

Assignee and Assignor agree to mutual termination of the License Agreement after assignment of the Mark herein. Assignee and Assignor agree that all provisions of the License Agreement shall terminate except for the survival of the indemnity provisions as provided in Section 6, 8 and 9 of the License Agreement.

WITNESS WHEREOF, the parties have executed this Agreement in duplicate original at the places and on the dates shown below:

At, Houston, Texas

Date: July 13, 2004.

Pennzoil-Quaker State Company

Signature: Kimbley L. Muller
Name: Kimbley L. Muller
Title: Senior Counsel

At, Atlanta, GA Date: July 26th, 2004.

Bondo Corporation

Signature: [Signature]
Name: Pat Faemick
Title: President

STATE OF Georgia

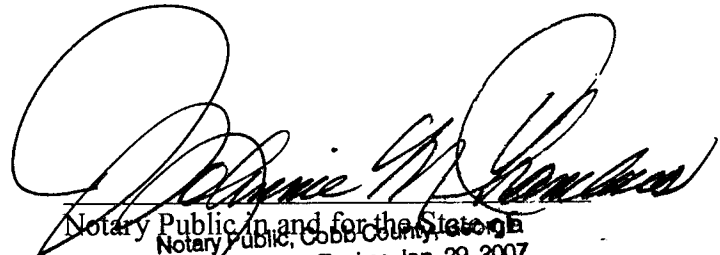
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COUNTY OF Cobb

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On this 26th day of July, 2004, before me personally appeared PAT FORMICA, known to me, who being duly sworn, did depose and say that he is PRESIDENT of Bondo Corporation, described in the foregoing Assignment of Trademark Rights and Registration and that the foregoing Assignment is made for the purposes and considerations so stated, and he is authorized to act on behalf of the corporation in making such Trademark Assignment.



Notary Public in and for the State of Georgia
Notary Public, Cobb County, Georgia
My Commission Expires Jan. 29, 2007

My Commission Expires:

STATE OF TEXAS

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COUNTY OF HARRIS

On this 13~~th~~ day of July, 2004, before me personally appeared Kimbley L. Malley, known to me, who being duly sworn, did depose and say that he is senior counsel of Pennzoil-Quaker State Company, described in the foregoing Assignment of Trademark Rights and Registration and that the foregoing Assignment is made for the purposes and considerations so stated, and he is authorized to act on behalf of the corporation in accepting such Trademark Assignment.



Elizabeth Devries
Notary Public in and for the State of Texas

My Commission Expires June 6, 2007.