

10-28-2004



102869981

to the Honorable Commissioner of Patents and Trademarks hereof.

is attached original documents or copy

1. Name of conveying party(ies):

Harman Music Group, Incorporated

- Individual(s)
- General Partnership
- Corporation- State **Utah**
- Other
- Ltd. Partnership
- Association

Additional names of conveying party(ies) attached?

Yes No

2. Name and address of receiving party(ies)

Harman International Industries, Incorporated
8500 Balboa Blvd.
Northridge, CA 91329

- Individual(s) citizenship
- General Partnership
- Limited Partnership
- Corporation-State - **Delaware**
- Other

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: April 23, 2004

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,152,801

Additional numbers attached? Yes No

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

Kathryn A. Tyler
Harman International Industries, Incorporated
8500 Balboa Blvd.
Northridge, CA 91329

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: 50-1929

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kathryn A. Tyler

Name of Person Signing

Signature

April 27, 2004

Date

Total number of pages including cover sheet, attachments, and document: [3]

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks

Box Assignments

Washington, D.C. 20231

TRADEMARK

REEL: 003069 FRAME: 0326

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Compacc, LLC

10-26-04

ll

- Individual(s)
- General Partnership
- Corporation-State
- Other Michigan Limited Liability Company

Citizenship (see guidelines) _____

Execution Date(s) November 14, 2002

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: NicholsDirect, LLC

Internal

Address: _____

Street Address: 3707 West Maple Road

City: Bloomfield Hills

State: Michigan

Country: U.S. Zip: 48301

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____

Other Michigan 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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2152371; 2289774; 2271365

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Lyman F. Spitzer

Internal Address: Shumaker, Loop & Kendrick,

Street Address: 1000 Jackson

City: Toledo

State: Ohio Zip: 43624

Phone Number: (419) 321-1207

Fax Number: (419) 241-6894

Email Address: lspitzer@slk-law.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Lyman F. Spitzer
Signature

10/21/2004
Date

Lyman F. Spitzer

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 3

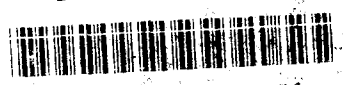
Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

4/21/04

04-23-2004

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RE



102728167

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

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

OFFICE OF PUBLIC RECORDS 2004 APR 21 PM 2:16 FINANCE SECTION

1. Name of conveying party(ies): Compacc, LLC
Individual(s) Association General Partnership Limited Partnership Corporation-State Other Michigan Limited Liability Company
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: NicholasDirect, LLC Internal Address: Street Address: 3707 West Maple Road City: Bloomfield Hills, MI Zip: 48301
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Michigan 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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other
Execution Date: November 14, 2004

4. Application number(s) or registration number(s): A. Trademark Application No. (s) B. Trademark Registration No. (s) 2152371; 2289774; 2271365
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Lyman F. Spitzer Internal Address: Shumaker, Loop & Kendrick, LLP Street Address: 1000 Jackson City: Toledo State: Ohio Zip: 43624

6. Total number of applications and registrations involved: 3
7. Total fee (37 CFR 3.41): \$ 90.00 Enclosed Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Lyman F. Spitzer Name of Person Signing Lyman F. Spitzer Signature 4/16/04 Date

Total number of pages including cover sheet, attachments, and document: 3

04/23/2004 ECDOPER 00000006 2152371

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

01 FC:8521 40.00 DP 02 FC:8522 50.00 DP

TRADEMARK REEL: 003069 FRAME: 0328

U.S. TRADEMARKS ASSIGNMENT

WHEREAS, COMPACC, LLC, a Michigan limited liability company having a place of business at 28721 Hidden Trail, Farmington Hills, MI 48331 (hereinafter referred to as the "Assignor"), has adopted and used the following trademarks and the United States Patent and Trademark Office registrations therefor:

<u>TRADEMARKS</u>	<u>NUMBERS OF REGISTRATION</u>	<u>DATES OF REGISTRATION</u>
COMP-A	2,152,371	April 21, 1998
COMPETITION ACCESSORIES	2,289,774	November 2, 1999
HORSEMEN'S GENERAL STORE	2,271,365	August 24, 1999

WHEREAS, Assignor is desirous of assigning the aforesaid trademarks to NicholsDirect, LLC, a Michigan limited liability company organized and existing under the laws of the State of Michigan, having a place of business at 3707 W. Maple Road, Bloomfield Hills, MI 48301 (hereinafter referred to as the "Assignee"); and

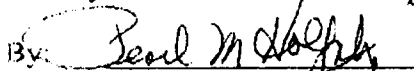
WHEREAS, Assignor and Assignee are desirous of confirming the assignment for purposes of filing the same with the United States Patent and Trademark Office and other appropriate governmental offices.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells, transfers, assigns and delivers unto Assignee, effective as of the date hereof, all right, title and interest in and to the aforesaid trademarks and the United States Patent and Trademark Office registrations therefor, together with the goodwill of the business connected with and symbolized by the aforesaid trademarks and trademark registrations, as well as all rights to damages or profits, due or accrued, arising out of past infringement of the aforesaid trademarks and trademark registrations or injury to said goodwill, and the right to sue for and recover the same in Assignee's own name. Assignor hereby agrees to cooperate with Assignee hereunder in all such legal actions by Assignee but at Assignee's expense.

IN WITNESS WHEREOF, this Assignment has been executed on behalf of Assignor by its duly authorized officer as of the date hereof.

COMPACC, LLC

By: Liberty BIDCO Investment Corporation, its Member

By: 
 Pearl M. Holforty, President

STATE OF MICHIGAN)

COUNTY OF _____) SS:

On the 14 day of November, 2002 before me personally came Pearl M. Holforty, President of Liberty BIDCO Investment Corporation, the Member of COMPACC, LLC known to me to be the person who executed the foregoing instrument and who being duly sworn by me did depose and say that she is the President of Liberty BIDCO Investment Corporation, which is the sole the Member of COMPACC, LLC, that she executed the instrument in the name of COMPACC, LLC, that she had the authority to sign the same, and that she acknowledged that she executed the same as the free act and deed of COMPACC, LLC., for the uses and purposes therein mentioned.

George J. Feldmann

Notary Public

My commission expires _____

GEORGE J. FELDMANN, Notary Public, Macomb County, Michigan, Acting in Oakland County, My Commission Expires: 6-5-2004