

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**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):

TICUSA, LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other Florida Limited Liability Company

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No**3. Nature of conveyance)/Execution Date(s) :**Execution Date(s) 03/18/2005

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)Additional names, addresses, or citizenship attached? Yes NoName: MIDWEST TRUCK & AUTO PARTS, INC.

Internal _____

Address: _____

Street Address: 1001 West Exchange AvenueCity: ChicagoState: IllinoisCountry: USA Zip: 60609

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

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)
78/544648B. Trademark Registration No.(s)
2,755,243Additional 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: Sean S. SwidlerInternal Address: Patzik, Frank & Samotny Ltd.Suite 900Street Address: 150 S. Wacker DriveCity: ChicagoState: Illinois Zip: 60606Phone Number: 312/551-8300Fax Number: 312/551-1101Email Address: sswidler@pfs-law.com**6. Total number of applications and registrations involved:**2**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00**

- 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 50-1325Authorized User Name Sean S. Swidler**9. Signature:**

Signature

03/31/2005

Date

Sean S. Swidler
Name of Person SigningTotal number of pages including cover sheet, attachments, and document: 5Documents 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

CH \$65.00 501325 78541648

TRADEMARK ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which is hereby acknowledged, **TICUSA, LLC**, a Florida limited liability company having a registered address of 150 Alhambra Circle, Suite 1150, Coral Gables, Florida 33134 (hereinafter sometimes referred to as "**Assignor**"), hereby sells, transfers, assigns, and conveys to **MIDWEST TRUCK & AUTO PARTS, INC.**, an Illinois corporation having a business address of c1001 West Exchange Avenue, Chicago, Illinois 60609 (hereinafter sometimes referred to as "**Assignee**"), Assignor's entire worldwide right, title and interest in and to the trademark registrations, service mark registrations, trade names, service marks, service mark applications and/or trademark applications respectively listed on **Schedule A** attached hereto and made a part hereof, as well as the goodwill associated with the business symbolized by the trade names, trademarks and/or service marks, and any and all state trademark registrations and common law trademark rights associated therewith; and any renewals thereof; all income, royalties, damages, license fees, licenses and payments now and hereafter due and/or payable with respect thereto; and any and all United States and/or foreign trademark (or service mark) registrations which may issue on same in the future (the "**Trademarks**"), the same to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns, or legal representatives, to the end of the term or terms for which such Trademarks may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if this sale and assignment had not been made. Assignor also assigns unto Assignee all claims for damages by reason of infringement prior to the date hereof the Trademarks throughout the world, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

Assignor agrees without charge to said Assignee but at Assignee's expense to execute and deliver to Assignor such instruments necessary or desirable to perfect the above-described transfer of, or to procure, the Trademarks or to maintain the Trademarks before both the United States Patent and Trademark Office and the Trademark Offices of any and all foreign countries, and to cooperate reasonably with Assignee in obtaining and/or providing information that is required in any proceedings relating to the Trademarks.


Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all additional trademark and service mark registrations or amended registrations that have been or may be granted upon any application or petition for same or any additional, continuing or divisional applications thereof to, to Assignee, its successors and/or assigns.

Assignor hereby grants to PATZIK, FRANK & SAMOTNY LTD. located at 150 South Wacker Drive, Suite 900, Chicago, Illinois 60606, the authority and power to insert on this instrument any further identification, which may be necessary or desirable for purposes of recordation in the United States Patent and Trademark Office or the Trademark Office of any foreign country.

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed on the date and in the capacity shown below.

ASSIGNOR:

TICUSA, LLC

By: 

Title: Member & Authorized Signatory

Date: March 16, 2005

ASSIGNEE:

MIDWEST TRUCK & AUTO PARTS, INC.

By: _____

Title: _____

Date: _____, 2005

STATE OF FLORIDA)
) ss.
COUNTY OF MIAMI-DADE)

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

This instrument was acknowledged/subscribed and sworn to before me on this 16th day of March, 2005 by

VICTOR FLASCHMAN
(name of signor)


NOTARY PUBLIC

This instrument was acknowledged/subscribed and sworn to before me on this ____ day of _____, 2005 by

(name of signor)

NOTARY PUBLIC

SEAL  David L. Hutton
My Commission DD238682
Expires November 11, 2007

SEAL _____

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed on the date and in the capacity shown below.

ASSIGNOR:

TICUSA, LLC

By: _____

Title: _____

Date: _____, 2005

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged/subscribed and sworn to before me on this _____ day of _____, 2005 by

(name of signor)

NOTARY PUBLIC

SEAL

ASSIGNEE:

MIDWEST TRUCK & AUTO PARTS, INC.

By: Mark Chudakoff

Title: President

Date: March 16, 2005

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

This instrument was acknowledged/subscribed and sworn to before me on this 16th day of March, 2005 by

Mark Chudakoff
(name of signor)

Maureen Byrne
NOTARY PUBLIC

SEAL



SCHEDULE AAPPLICATIONS

<u>MARK</u>	<u>COUNTRY</u>	<u>APPLICATION NO.</u>
GOLDEN GEAR	U.S.A.	78544648

REGISTRATIONS

<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NO.</u>
TIC USA Transparts Industries Corp	U.S.A.	2755243
TICUSA (& Design)	VENEZUELA	249.898-P