

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HIGH REV PRODUCTS LLC		06/17/2005	limited liability company:
RECEIVING PARTY DATA			
Name:	Herman Howard		
Street Address:	1281 EAST MAIN STREET		
City:	STAMFORD		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	INDIVIDUAL:		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	74483572	DURA SHINE	
Registration Number:	2270450	DURA LUBE	
Registration Number:	2167800	DURA LUBE	
Registration Number:	2196117	DURA-LUBE	
Registration Number:	1944267	TOMORROW'S TECHNOLOGY TODAY	
Registration Number:	1714932	COLOR MATCH	
CORRESPONDENCE DATA			
Fax Number:	(614)227-2100		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	614-227-2116		
Email:	mmartin-jones@porterwright.com		
Correspondent Name:	Melanie Martin-Jones		
Address Line 1:	41 S High St		
Address Line 2:	Suite 2800		
Address Line 4:	Columbus, OHIO 43215		

CH \$165.00 74483572

NAME OF SUBMITTER:	Melanie Martin-Jones
Signature:	/mrmj/
Date:	07/14/2005
Total Attachments: 4 source=highrev-howard#page1.tif source=highrev-howard#page2.tif source=highrev-howard#page3.tif source=highrev-howard#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“Assignment”), effective as of June 17, 2005 is by and between HIGH REV PRODUCTS, LLC (“Assignor”) and HERMAN S. HOWARD, an individual (“Assignee”).

WHEREAS, Assignor is the owner of all right, title and interest in, to and under the titles listed on the attached Schedule of Trademarks (the “Marks”), including all trademark rights therefor and all applications and registrations therefor;

WHEREAS, pursuant to an Order Granting Joint Motion to Compromise, dated June 14, 2005 from the US Bankruptcy Court, District of Connecticut, Bridgeport Division, Assignor has been ordered to transfer and assign all of Assignor’s right, title and interest in and to the Marks to Assignee; and

WHEREAS, Assignee wishes to purchase, acquire and accept from the Assignor, and Assignor wishes to sell, transfer, assign and deliver to the Assignee, all of Assignor’s right, title and interest in, to and under the Marks, including any rights Assignor may have acquired by assignment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Purchase Agreement, the parties hereto hereby agree as follows:

1. Assignor hereby sells, transfers, assigns, and delivers to the Assignee all of Assignor’s right, title, and interest in, to and under the Marks, together with the goodwill associated therewith; including all applications and registrations therefor. Assignor further sells, transfers, assigns, and delivers to Assignee any and all causes of action arising under the rights assigned hereunder that may have arisen prior to the date that this Assignment was executed. Assignor further sells, transfers, assigns, and delivers to Assignee all proceeds to infringement suits, the right to sue for past, present and future infringements, and all rights corresponding thereto throughout the world for all of the rights herein assigned.
2. Assignor agrees to execute and deliver at a future date any additional documents that Assignee reasonably determines are required under federal or state law, to perfect Assignee’s ownership of any intellectual property rights in the Marks. Assignor will not file any applications for trademark registration in the U.S. Patent and Trademark Office or its foreign counterparts for the Marks.

**TRADEMARK ASSIGNMENT
HIGH REV PRODUCTS, LLC – HERMAN S. HOWARD**

Page 1

**TRADEMARK
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3. In the event of any conflict between this document and the Asset Purchase Agreement, the Asset Purchase Agreement shall govern.
4. Assignee, in its sole discretion, may assign this Agreement at any time without the approval of Assignor.

IN WITNESS WHEREOF, the Assignor has duly executed this Trademark Assignment as of the date first written above.

Assignor

HIGH REV PRODUCTS, LLC

By: _____
 Herman S. Howard, Member

STATE OF CONNECTICUT)
) **FAIRFIELD**) ss: *Stamford*
) *New Haven*
 COUNTY OF NEW HAVEN)

Assignee

HERMAN S. HOWARD

Herman S. Howard

State of _____)
) ss.
 County of _____)

Douglas Skalka On this the 17th day of June, 2005, before me, ~~Nancy Bohan Kinsele~~, the undersigned officer, personally appeared Herman S. Howard, who acknowledged himself to be the officer of the entity depicted above, and that he, as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the entity by himself as Herman S. Howard.

before me the undersigned, a Notary Public, personally appeared Herman S. Howard, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument, executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

In witness whereof I hereunto set my hand.

WITNESS my hand and official seal.

 Commissioner of the Superior Court

 Notary Public

 Date

(Continued on next page)

(SEAL)

My commission expires: _____

Schedule of Trademarks

Mark	Country	Owner	App. No. (Filing Date)	Reg. No. (Reg. Date)
DURA LUBE	USA	High Rev Products LLC		2270450 1999
DURA LUBE	USA	High Rev Products LLC		2167800 1998
DURA-LUBE	USA	High Rev Products LLC		2196117 1998
DURA SHINE	USA	High Rev Products LLC	74/483,572 1/ 27/ 1994	
TOMORROW'S TECHNOLOGY TODAY	USA	High Rev Products LLC		1944267 Dec 26, 1995
COLOR MATCH	USA	High Rev Products LLC		1714932 Sept 15, 1992

All common law trademarks and service marks related to the Dura Lube business.

**HIGH REV PRODUCTS, LLC – HERMAN S. HOWARD
Trademark Schedule**