# 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	
Herman Howard		06/17/2005	INDIVIDUAL:	

## **RECEIVING PARTY DATA**

Name:	DURA LUBE, LLC	
Street Address:	1177 Olentangy River Rd	
City:	Columbus	
State/Country:	ОНЮ	
Postal Code:	43212	
Entity Type:	limited liability company:	

## 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

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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

NAME OF SUBMITTER: Melanie Martin-Jones

TRADEMARK

REEL: 003121 FRAME: 0352

900028296

Signature:	/mrmj/
Date:	07/14/2005
Total Attachments: 3 source=howard-DURAllc#page1.tif source=howard-DURAllc#page2.tif source=howard-DURAllc#page3.tif	

#### TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Assignment"), effective as of \_\_\_\_\_\_\_\_\_, 2005 is by and between HERMAN S. HOWARD, an individual ("Assignor") and DURA LUBE, LLC, located at 1177 Olentangy River Rd., Columbus, OH 43212 ("Assignee").

**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 assigned all of Assignor's right, title and interest in and to the trademarks and service marks listed in the Trademark Schedule, attached hereto (the "Marks");

**WHEREAS**, Assignor is the owner of all right, title and interest in, to and under the Marks, including all trademark rights therefor and all applications and registrations therefor;

WHEREAS, pursuant to the Asset Purchase Agreement dated April 18, 2005 and the First Amendment to Asset Purchase Agreement dated June 8, 2005 (the "Purchase Agreement"), among INTO GREAT COMPANIES, INC., Assignee, DURA LUBE CORPORATION, AMERICAN DIRECT MARKETING, INC., INTERNATIONAL MEDIA, INC., HERMAN S. HOWARD, FUSION DISTRIBUTORS, LLC, and HIGH REV PRODUCTS, LLC, Assignor has agreed to sell, transfer, assign and deliver to INTO GREAT COMPANIES, INC. and INTO GREAT COMPANIES, INC. has agreed to purchase, acquire and accept from the Assignor, for the consideration and upon the terms and conditions set forth in the Purchase Agreement, all of Assignor's right, title and interest in, to and under the Marks (the "Rights"), and INTO GREAT COMPANIES, INC. has assigned the Rights 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

TRADEMARK ASSIGNMENT HERMAN S. HOWARD – DURA LUBE, LLC Page 1

- 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.
- 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.

IN WITNESS WHEREOF, the Ass
as of the date first written above.
Assignor
HERMAN S. HOWARD
Herman S. Howard, individually
STATE OF CONNECTICUT  (AIR-FIELD)  (COUNTY OF NEW HAVEN  (COUNTY OF NEW HAVEN
On this the the day of June, 2005, before me, Nancy Bohan Kinsella, the undersigned officer,
personally appeared Herman S. Howard, known to me (or satisfactorily proven) to be the person whose name
Herman S. Howard subscribed to the within instrument and acknowledged that he/she executed the same for the purposed therein contained.
In witness whereof I hereunto set my hand.
C C C C C C C C C C C C C C C C C C C
Commissioner of the Superior Court

## **Assignee**

## **DURA LUBE, LLC**

By:	
Alan T. Rudy, Manager	
STATE OF OHIO )	
) ss: COUNTY OF FRANKLIN )	

before me the undersigned, a Notary Public, personally appeared Alan T. Rudy, 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 for the purposes therein contained.

WITNESS my hand and official seal.

Notary Public	
Date	
(SEAL)	
My commission expires:	

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# **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.

**RECORDED: 07/14/2005** 

TRADEMARK ASSIGNMENT – HIGH REV PRODUCTS, LLC Schedule of Trademarks