

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
KEM Manufacturing Company, Inc.		08/25/2005	CORPORATION: NEW JERSEY

**RECEIVING PARTY DATA**

<b>Name:</b>	KEM Parts, LLC
<b>Street Address:</b>	18-35 River Road
<b>City:</b>	Fairlawn
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07410
<b>Entity Type:</b>	Limited Liability Company: NEVADA

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	836627	MSW
Registration Number:	1353691	KEM
Registration Number:	1361450	MSW SPYDERS MAGNETIC SUPPRESSION WIRE
Registration Number:	1375477	
Registration Number:	1376938	SILVER BEAUTY
Registration Number:	1398245	SERVING AUTOMOTIVE PROFESSIONALS WORLDWIDE SINCE 1920
Registration Number:	1481388	MAG-PLUS
Registration Number:	1487473	POWER TECH
Registration Number:	1489158	A
Registration Number:	1512343	KEM
Registration Number:	1801932	PERFECT VALUE
Registration Number:	2870754	FRICITION PRO

OP \$315.00 836627

CORRESPONDENCE DATA

Fax Number: (216)348-5474

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

Phone: 2163485400

Email: ip@mcdonaldhopkins.com

Correspondent Name: Grant A. Monachino

Address Line 1: 600 Superior Ave., East

Address Line 2: Suite 2100

Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER:	Grant A. Monachino
Signature:	/grantamonachino/
Date:	09/22/2005

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

### BE IT KNOWN BY THESE PRESENTS THAT:

WHEREAS, KEM MANUFACTURING COMPANY, INC., a corporation organized and existing under the laws of the State of New Jersey (the "Assignor") owns the trademarks listed in Exhibit A attached hereto (the "Marks"); and

WHEREAS, KEM PARTS, LLC, a limited liability company organized and existing under the laws of the State of Nevada (the "Assignee") is desirous of acquiring all of the Assignor's right, title and interest in and to the Marks and any registrations and applications therefor in the United States and foreign countries, together with all of the goodwill of the business associated with the use of and symbolized by the Marks;

NOW, THEREFORE, for good and valuable consideration as more particularly described in an Asset Purchase Agreement dated August 22, 2005, as amended (the "Purchase Agreement"), entered into, inter alia, by the Assignor and the Assignee, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby sell, assign and transfer unto the Assignee, its successors and assigns, its entire right, title and interest to the Marks, and any United States and foreign registrations and applications therefor, together with all of the Assignor's goodwill of the business associated with the use of and symbolized by the Marks along with all claims for damages by reason of past, present, and future infringement of the rights assigned under this Assignment, 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, as fully and entirely as if the same would have been held and enjoyed by the Assignor if this transfer to the Assignee had not been made;

PROVIDED, HOWEVER, that, without limiting any provision contained in the Purchase Agreement, the Assignor makes no representation or warranty herein, either express, implied or otherwise, with respect to the Marks or any other matter.

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AND the Assignor, for the considerations aforesaid, hereby covenants and agrees to and with the Assignee, its successors and assigns, that the Assignor, its successors and assigns, shall and will do all lawful acts and things and make, execute and deliver, at the expense of the Assignee, any and all other instruments in writing, further applications, papers, affidavits, assignments, and other documents which, in the reasonable opinion of counsel for the Assignee, its successors and assigns, may be required or necessary to more effectively secure and vest in the Assignee, its successors and assigns, the Assignor's entire right, title and interest in and to the Marks and/or all of the rights, titles, benefits, privileges, and advantages hereby sold, assigned, transferred and conveyed.

IN WITNESS WHEREOF, the Assignor and the Assignee, by their duly authorized officers, do hereby execute this Assignment as of this 25<sup>th</sup> day of August, 2005.

KEM MANUFACTURING COMPANY, INC.

By [Signature]

KEM PARTS, LLC

By [Signature]

State of New Jersey )  
County of Essex ) ss:

Before me, a notary public for the above county and state, on this 25<sup>th</sup> day of August, 2005, personally appeared Richard Braun, the President of KEM Manufacturing Company, Inc. and he acknowledged the execution of the foregoing instrument of Assignment to be his free act and deed.

[Signature]  
Notary Public

DONNA L. REYNOLDS  
A Notary Public Of New Jersey  
My Commission Expires August 14, 2006

State of New Jersey )  
County of Essex ) ss:

Before me, a notary public for the above county and state, on this 25<sup>th</sup> day of August 2005, personally appeared Richard Braun, the President of KEM Parts, LLC, and he acknowledged the execution of the foregoing instrument of Assignment to be his free act and deed.

[Signature]  
Notary Public

DONNA L. REYNOLDS  
A Notary Public Of New Jersey  
My Commission Expires August 14, 2006

**EXHIBIT A**

**Marks**

**1. U.S. TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
MSW	0,836,627	October 10, 1967
KEM	1,353,691	August 13, 1985
MSW SPYDERS MAGNETIC SUPPRESSION WIRE & DESIGN	1,361,450	September 24, 1985
CENTURIAN HEAD DESIGN	1,375,477	December 17, 1985
SILVER BEAUTY	1,376,938	January 7, 1986
SERVING AUTOMOTIVE PROFESSIONALS WORLDWIDE SINCE 1920	1,398,245	June 24, 1986
MAG-PLUS & DESIGN	1,481,388	March 22, 1988
POWER TECH	1,487,473	May 10, 1988
A (Stylized)	1,489,158	May 24, 1988
KEM & DESIGN	1,512,343	November 15, 1988
PERFECT VALUE	1,801,932	November 2, 1993
FRICTION PRO	2,870,754	August 10, 2004

**2. FOREIGN TRADEMARK REGISTRATIONS (SORTED BY COUNTRY)**

<b>Mark</b>	<b>Country</b>	<b>Registration No.</b>	<b>Registration Date</b>
KEM	Canada	TMA 125,152	January 26, 1962
KEM	Canada	TMA 125,497	February 16, 1962
KEM & DESIGN	Colombia	128752	May 22, 1995

**3. COMMON LAW TRADEMARKS**

- a. MULTI-MIG
- b. TURBO MAG
- c. SILVER SHIELD
- d. Design for Spark Plug Wire Tester:



- e. AAA & DESIGN:

