

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
Milestone Industrial, Inc.		11/01/2005	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CSK Auto, Inc.		
Street Address:	645 E. Missouri Avenue, Suite 400		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85012		
Entity Type:	CORPORATION: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78669685	PROXONE	
CORRESPONDENCE DATA			
Fax Number:	(602)734-3750		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	602.262.5311		
Email:	trademarks@lrlaw.com		
Correspondent Name:	Sean D. Garrison		
Address Line 1:	40 North Central Avenue, 19th Floor		
Address Line 4:	Phoenix, ARIZONA 85004		
ATTORNEY DOCKET NUMBER:	44148.3		
NAME OF SUBMITTER:	Sean D. Garrison		
Signature:	/Sean D. Garrison/		
Date:	01/19/2006		

CH \$40.00 78669685

Total Attachments: 2

source=CSK Assignment pg2#page1.tif

source=CSK Assignment pg2#page2.tif

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Agreement (the "Agreement") is made as of this 1st day of November, 2005 (the "Effective Date") by and between Milestone Industrial, Inc., a California corporation, located at 1811 S. Del Mar Ave. 217 San Gabriel, CA 91776 ("Milestone"), and CSK Auto, Inc., an Arizona corporation, located at 645 E. Missouri Avenue, Suite 400, Phoenix, AZ 85012 ("CSK").

RECITALS

1. Milestone is the owner of the trademark, PROXONE, and the goodwill of the business symbolized thereby (the "Mark").
2. Milestone has filed U.S Trademark Application S/N 78/669,685 (the "Application") to register the Mark for the following goods: Air compressors, hydraulic jacks, jack stands for hydraulic jacks, cranes and hoists; pneumatic tools, namely, pneumatic drills, pneumatic impact wrench and sockets, pneumatic hammers; air-operated power tools, namely, air attachments, air connectors, and air brushes for applying paint, impact wrenches, and ratchet wrenches; power tools, namely, circular saws, corded and cordless drills, drills, and drill press, electric sanders, and jig saws in International Class 7; hand tools, namely, drill bits for hand drills, folding knives, hammers, hand-held files, multi-function hand tools comprised of screwdrivers, knives, can openers, files, pliers, nut drivers, pliers, screwdrivers, screwdriver bits, sockets for wrenches and ratcheting drivers, socket sets, sporting knives, utility knives, and wrenches in International Class 8; and battery chargers, electric cables, electric welders, inverters, jump starts cables, and spot lights in International Class 9 (the "Goods").
3. CSK owns and operates retail stores in the United States and Internet e-commerce websites at which a variety of goods are sold ("CSK's Stores").
4. Milestone wishes to sell its goods to CSK for resale in CSK's Stores and is willing to transfer to CSK all rights, title and interest in the Mark in accordance with this Agreement.

For valuable consideration, including but not limited to the mutual covenants in this Agreement and the opportunity for Milestone to act as a supplier to CSK, the sufficiency of which is acknowledged, and subject to the terms and conditions set out in this Agreement, the parties agree as follows:

TERMS

1. Milestone assigns to CSK all right, title and interest in the Mark, together with all goodwill associated therewith, to be effective upon the filing of the Amendment to Allege Use as set forth in Section 2.
2. Milestone provides herewith an executed Amendment to Allege Use and Revocation and Substitution of Counsel in connection with the Application for filing with the United States Patent and Trademark Office. CSK will file these documents with the United

States Patent and Trademark Office and then record this assignment to effect a transfer of the Application to CSK.

3. CSK will grant back to Milestone a non-exclusive license to use the Mark in connection with the Goods sold in CSK's Stores. Milestone will have no right to use the Mark in connection with the sale of Goods to any third party.

4. CSK will have the right to approve all product packaging, advertising, promotional and display material upon which on in connection with which the Mark will be used.

5. Milestone and CSK have discussed and established mutually agreeable quality control standards for the Goods ("Quality Standards"). From time to time, Milestone and CSK agree to discuss the quality of the products being sold under the Mark to ensure that they are meeting the Quality Standards and to determine whether the Quality Standards should be modified. Any modification of the Quality Standards is to be determined by CSK in its sole discretion.

6. At no time will CSK have any minimum purchase obligations of any kind under this Agreement. This Agreement will not be construed to require CSK to purchase all of the goods identified in the Application from Milestone.

7. The parties each represent and warrant to the other that they have the right to enter into this Agreement and to agree to and perform the terms and conditions stated and that there are no other agreements, understandings, obligations or other restrictions that will prevent them from performing under this Agreement. Milestone further warrants that to the best of its knowledge and belief, it has the exclusive right, title and interest to the Mark as used in connection with the Goods, that it has undertaken reasonable due diligence in clearing its rights in the Mark and that CSK's continued use of the Mark on the Goods will not infringe upon the intellectual property rights of any third party.

8. This Agreement represents the full understanding of the parties with respect to its subject matter, and may not be modified except in a writing signed by both parties. The construction, validity and interpretation of this Agreement shall be under the substantive laws of the State of Arizona. Arizona state courts or the federal court residing within Arizona will have the exclusive jurisdiction to hear any disputes arising from the Agreement, regardless of conflict of law principles.

MILESTONE INDUSTRIAL, INC.

CSK AUTO, INC

By: [Signature]
Name: Frank Zhang
Title: President

By: [Signature]
Name: J H Wigley
Title: Vice President