

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
Goodall Rubber Company		05/01/2006	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Lewis-Goetz and Company, Inc.
Street Address:	650 Washington Road, Suite 210
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15228
Entity Type:	CORPORATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	0949345	GOODALL
Registration Number:	2015958	THE TOTAL QUALITY DISTRIBUTOR
Registration Number:	2015960	TOTAL QUALITY DISTRIBUTOR
Registration Number:	2015959	TOTAL QUALITY DISTRIBUTION
Registration Number:	2580534	SHARK
Registration Number:	0145864	LONG LIFE
Registration Number:	2815175	RELENTLESS TO THE END!
Registration Number:	3053607	
Registration Number:	2604838	MONGOOSE

CORRESPONDENCE DATA

Fax Number: (412)261-0915
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 412-263-4340

CH \$240.00 0949345

Email: ipgroup@pbandg.com
Correspondent Name: Alan G. Towner, Esq.
Address Line 1: 301 Grant Street, One Oxford Centre
Address Line 2: 38th Floor
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	GRCO-78703
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NAME OF SUBMITTER:	Alan G. Towner
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Signature:	/Alan G. Towner/
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Date:	09/12/2006
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Total Attachments: 3
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TRADEMARK ASSIGNMENT

WHEREAS, Goodall Rubber Company, a New Jersey corporation, (hereinafter referred to as "ASSIGNOR") is the sole and exclusive owner of the U.S. trademarks and registrations identified on Schedule A and the Canadian trademarks and registrations identified on Schedule B, together with the goodwill of the business symbolized thereby (hereinafter referred to as "TRADEMARKS"); and

WHEREAS, Lewis-Goetz and Company, Inc., a Pennsylvania corporation, (hereinafter referred to as "ASSIGNEE") is desirous of acquiring all right, title and interest in the TRADEMARKS.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency thereof which is hereby acknowledged, ASSIGNOR does hereby assign, transfer and set over to ASSIGNEE all of its rights, title and interest in and to the TRADEMARKS in the United States and Canada and the remainder of the world, together with: (1) the goodwill of the business in connection with which the TRADEMARKS are used and which is symbolized by the TRADEMARKS and, (2) all causes of action and rights to recover damages for past and future infringement of the TRADEMARKS.

ASSIGNOR agrees that it will, by its officers, employees, legal representatives or other persons duly authorized, communicate to ASSIGNEE or the representatives thereof, any facts known to it regarding the TRADEMARKS. ASSIGNOR will, upon request, testify in any legal proceedings, sign all lawful papers, make all rightful oaths, and perform all lawful acts which may be necessary, desirable or convenient by ASSIGNEE for securing and maintaining the full benefits of ownership of the TRADEMARKS and the rights and interests herein assigned.

ASSIGNOR additionally agrees to execute copies of this assignment or portions thereof regarding any or all of the aforementioned trademarks, as required by ASSIGNEE in the future.


ASSIGNOR hereby agrees to waive all rights and privileges to attack the registration of any and/or all of the TRADEMARKS that ASSIGNOR has assigned to ASSIGNEE.

ASSIGNOR warrants that it is the sole and exclusive owner of the TRADEMARKS listed within this assignment, and that the TRADEMARKS are free of all liens, security interests, claims or other encumbrances except where specifically noted.

ASSIGNOR warrants that no license has been granted in and/or to any of the TRADEMARKS to any party other than the ASSIGNEE.

Signed in the name of Goodall Rubber Company by its duly authorized representative on this 1st day of May, 2006.

GOODALL RUBBER COMPANY

By 

Name Adam H. Bloomstein

Title Secretary

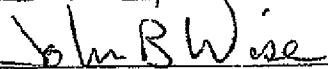
ACKNOWLEDGEMENT

STATE OF Pennsylvania)

COUNTY OF Allegheny)

Before me, the undersigned notary public, on this day personally appeared in my jurisdiction Adam H. Bloomstein, whose name is signed on the foregoing Trademark Assignment as duly authorized representative of Goodall Rubber Company, and acknowledged that said instrument is the duly authorized act and deed of said corporation and that the facts stated therein are true.

Given under my hand and seal this 28th day of April, 2006.


Notary Public

My commission expires: _____



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
John B. Wise, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Oct. 21, 2009
Member, Pennsylvania Association of Notaries

SCHEDULE A

FILE NO.	STATUS	MARK
1462001US1AT	Registered	Goodall (Stylized)
1462003US1AT	Registered	The Total Quality Distributor
1462004US1AT	Registered	Total Quality Distributor
1462005US1AT	Registered	Total Quality Distribution
1462011US1AT	Registered	Shark
1462021US1AT	Registered	Long Life
1462022US1AT	Registered	Relentless to the End
1462029US1AT	Pending	Miscellaneous Design (Mongoose)
1462-C	Registered	Mongoose