

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
Mr. Gasket, Inc.		10/20/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Engine Parts Warehouse, Inc.		
Street Address:	7301 Global Drive		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40258		
Entity Type:	CORPORATION: KENTUCKY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1356485	ERSON	
Registration Number:	1342466	ERSON CAMS	
CORRESPONDENCE DATA			
Fax Number:	(502)627-8717		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	502-560-4217		
Email:	laura.pulliam@skofirm.com		
Correspondent Name:	Laura H. Pulliam		
Address Line 1:	500 W Jefferson St		
Address Line 2:	2000 PNC Plaza		
Address Line 4:	Louisville, KENTUCKY 40202		
ATTORNEY DOCKET NUMBER:	431646/125346		
NAME OF SUBMITTER:	Laura H. Pulliam		
Signature:	/Laura H. Pulliam/		

OP \$65.00 1356485

Date:

11/16/2006

Total Attachments: 5

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Execution(2)

ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (this "Assignment"), dated as of October 20, 2006, is executed and delivered by and between **Mr. Gasket, Inc.**, a Delaware corporation with its principal office located at 10601 Memphis Avenue #12, Cleveland, Ohio 44144 (the "Assignor"), and **Engine Parts Warehouse, Inc.**, a Kentucky corporation with its principal office located at 7301 Global Drive, Louisville, Kentucky 40258 (the "Assignee").

FOR THE CONSIDERATION OF ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby sell, convey, transfer, assign, and set over to the Assignee and the Assignee does hereby accept and assume any and all right, title, interest, or obligation of the Assignor with respect to the trademarks described in the attached Schedule A (collectively, the "Marks"), all applications filed with the United States Patent and Trademark Office and/or the appropriate registering agency located in Australia and Canada and registrations issued with respect to the Marks, together with the goodwill of the business symbolized by the Marks, including the right to sue and collect damages for past infringement.

The Assignor does hereby authorize the Assignee to record this Assignment and any other documents that may be necessary to effectuate and provide notice of this Assignment with the United States Patent and Trademark Office and the appropriate registering agency located in Australia and Canada, and will execute any and all documents necessary to transfer ownership, title and registration of the Marks to Assignee.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives as of the date first set forth above.

ASSIGNOR:**MR. GASKET, INC.**

By 
Andrew J. Mazzarella
Vice President and Chief Financial Officer

ASSIGNEE:**ENGINE PARTS WAREHOUSE, INC.**

By _____
J. Todd Flowers
President

STATE OF OHIO)
)
COUNTY OF Cuyahoga)

ss.

October 20th, 2006

On this the 20th day of October, 2006, before me, the undersigned officer, personally appeared Andrew J. Mazzarella, who acknowledged himself to be the Vice President and Chief Financial Officer Mr. Gasket, Inc., and that he, as such Vice President and Chief Financial Officer being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed, and the free act and deed of said corporation, by signing the name of the corporation by himself as Vice President and Chief Financial Officer.

In witness whereof I hereunto set my hand.

David M. Goffman

Name:

Notary Public

My Commission Expires: 2/14/07

STATE OF)
)
COUNTY OF)

ss.

October __, 2006

On this the __ day of October, 2006, before me, the undersigned officer, personally appeared J. Todd Flowers who acknowledged himself to be the President of Engine Parts Warehouse, Inc., a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed, and the free act and deed of said corporation, by signing the name of the corporation by himself as President.

In witness whereof I hereunto set my hand.

Name:

Notary Public

My Commission Expires:

ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (this "Assignment"), dated as of October 20, 2006, is executed and delivered by and between **Mr. Gasket, Inc.**, a Delaware corporation with its principal office located at 10601 Memphis Avenue #12, Cleveland, Ohio 44144 (the "Assignor"), and **Engine Parts Warehouse, Inc.**, a Kentucky corporation with its principal office located at 7301 Global Drive, Louisville, Kentucky 40258 (the "Assignee").

FOR THE CONSIDERATION OF ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby sell, convey, transfer, assign, and set over to the Assignee and the Assignee does hereby accept and assume any and all right, title, interest, or obligation of the Assignor with respect to the trademarks described in the attached Schedule A (collectively, the "Marks"), all applications filed with the United States Patent and Trademark Office and/or the appropriate registering agency located in Australia and Canada and registrations issued with respect to the Marks, together with the goodwill of the business symbolized by the Marks, including the right to sue and collect damages for past infringement.

The Assignor does hereby authorize the Assignee to record this Assignment and any other documents that may be necessary to effectuate and provide notice of this Assignment with the United States Patent and Trademark Office and the appropriate registering agency located in Australia and Canada, and will execute any and all documents necessary to transfer ownership, title and registration of the Marks to Assignee.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives as of the date first set forth above.

ASSIGNOR:

MR. GASKET, INC.

By _____
Andrew J. Mazzarella
Vice President and Chief Financial Officer

ASSIGNEE:

ENGINE PARTS WAREHOUSE, INC.

By  _____
J. Todd Flowers
President

STATE OF Kentucky)
)
COUNTY OF Jefferson)

ss.

October 20, 2006

On this the 20 day of October, 2006, before me, the undersigned officer, personally appeared J. Todd Flowers who acknowledged himself to be the President of Engine Parts Warehouse, Inc., a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed, and the free act and deed of said corporation, by signing the name of the corporation by himself as President.

In witness whereof I hereunto set my hand.

Opriace Marie Hazlett

Name:

Notary Public

My Commission Expires: 12/18/2009

STATE OF OHIO)
)
COUNTY OF _____)

ss.

October __, 2006

On this the ___ day of October, 2006, before me, the undersigned officer, personally appeared Andrew J. Mazzarella, who acknowledged himself to be the Vice President and Chief Financial Officer Mr. Gasket, Inc., and that he, as such Vice President and Chief Financial Officer being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed, and the free act and deed of said corporation, by signing the name of the corporation by himself as Vice President and Chief Financial Officer.

In witness whereof I hereunto set my hand.

Name:

Notary Public

My Commission Expires:

SCHEDULE A

REGISTERED TRADEMARKS

<u>Trademark Name</u>	<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Registration No.</u>
Erson	Australia		443,115
Erson	Federal	73,501,726	1,356,485
Erson	Canada		TMA 349080
Erson Cams	Federal	73,501,727	1,342,466

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