

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
R&S PARTS & SERVICE, INC.		05/02/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	AUTOBACS STRAUSS INC.		
Street Address:	2711 CENTERVILLE ROAD		
Internal Address:	SUITE 400		
City:	WILMINGTON		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1407450	ULTRA ENERGY	
Registration Number:	1478109	R & S STRAUSS	
Registration Number:	2000821	STRAUSS DISCOUNT AUTO	
CORRESPONDENCE DATA			
Fax Number:	(908)654-7866		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9086545000		
Email:	trademarkadmin@ldlkm.com		
Correspondent Name:	Lerner, David, Littenberg, Krumholz & Me		
Address Line 1:	600 South Avenue West		
Address Line 4:	Westfield, NEW JERSEY 07090		
ATTORNEY DOCKET NUMBER:	R&S 10.1-002, 003, 004		
NAME OF SUBMITTER:	BRUCE H. SALES		

CH \$90.00 1407450

Signature:	/BRUCE H. SALES/
Date:	10/23/2007
Total Attachments: 7 source=LD r&s assignment docs#page1.tif source=LD r&s assignment docs#page2.tif source=LD r&s assignment docs#page3.tif source=LD r&s assignment docs#page4.tif source=LD r&s assignment docs#page5.tif source=LD r&s assignment docs#page6.tif source=LD r&s assignment docs#page7.tif	

BILL OF SALE

This BILL OF SALE is made as of May 2, 2007, by R&S Parts and Service, Inc. ("Strauss") and 1945 Route 23 Associates, Inc. ("Route 23" and collectively with Strauss, "Seller") to and for the benefit of Autobacs Strauss Inc. ("Buyer").

RECITALS

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of March 29, 2007, by and among Seller, Buyer and Autobacs Seven Co., Ltd.;

WHEREAS, pursuant to the Asset Purchase Agreement, Seller has agreed to sell, convey, transfer, assign and deliver to Buyer, and Buyer has agreed to purchase and acquire from Seller, all of the right, title and interest of Seller, free and clear of any and all Encumbrances (except for Permitted Encumbrances) and Liabilities, in and to each and all of the Purchased Assets;

WHEREAS, Seller was reorganized pursuant to a Plan of Reorganization, as amended, filed in the United States Bankruptcy Court in the district of New Jersey (the "Bankruptcy Court") pursuant to the Bankruptcy Code, which became effective pursuant to the Confirmation Order, dated April 27, 2007 (the "Order");

WHEREAS, the Order contains certain provisions in paragraphs 7-16, 18, 20, 30, 40 and 42 which are the relevant provisions of the Order that pertain to the matters contemplated hereby (the "Relevant Provisions").

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth in the Asset Purchase Agreement and hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Asset Purchase Agreement.

1. Sale of Assets. Effective as of the Closing, for value received, on and subject to the terms and conditions of the Asset Purchase Agreement as modified by the Relevant Provisions, Seller does hereby sell, convey, transfer, assign and deliver to Buyer, and Buyer does hereby purchase and acquire from Seller, all of the right, title and interest of Seller, in and to each and all of the Purchased Assets (other than the Assumed Agreements, Assumed Liabilities and the stock of Route 23), free and clear of any and all Encumbrances (except for Permitted Encumbrances) and Liabilities pursuant to and in accordance with the Relevant Provisions.

2. Power of Attorney. Without limiting Section 2 hereof, Seller does hereby irrevocably constitute and appoint Buyer, its successors and assigns, its true and lawful agent and attorney in fact, with full power of substitution and re-substitution, in whole or in part, in its name or otherwise, and on behalf of Seller, or for their own use, (a) to claim, demand, collect and receive at any time and from time to time any and all of the Purchased Assets and, upon discharge thereof, to complete, execute and deliver any and all necessary instruments of

satisfaction and release; (b) to institute and prosecute, in the name of Seller or otherwise, any and all proceedings at law, in equity or otherwise, that Buyer or its successors and assigns may deem proper in order to collect or reduce to possession any of the Purchased Assets and in order to collect or enforce any claim or right of any kind hereby assigned or transferred, or intended so to be; and (c) to do all things legally permissible, required or reasonably deemed by Buyer to be required to recover and collect the Purchased Assets, and to use the name of Seller, in such manner as Buyer may reasonably deem necessary for the collection and recovery of same. Seller hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable by Seller.

3. Applicable Law. This Bill of Sale shall be deemed to be made in and in all respects shall be interpreted, construed and governed by and in accordance with the laws of the State of New Jersey without regard to the conflict of law principles thereof, except to the extent that the laws of such state are superseded by the Bankruptcy Code. Notwithstanding the foregoing, jurisdiction with respect to any disputes between Buyer and Seller with respect to the transactions evidenced hereby is reserved for the Bankruptcy Court.

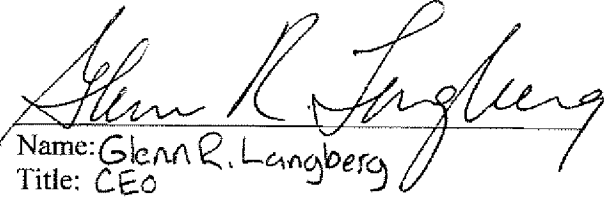
4. Severability. The parties hereto agree that the sale, conveyance, transfer, assignment and delivery of each of the Purchased Assets shall be construed as being separable and divisible from the sale, conveyance, transfer, assignment and delivery of every other Purchased Asset. The unenforceability or invalidity of this Bill of Sale with respect to any sale, conveyance, transfer, assignment and delivery of one Purchased Asset shall not limit the enforceability or validity, in whole or in part, with respect to any other sale, conveyance, transfer, assignment and delivery of another Purchased Asset.

5. Counterparts. This Bill of Sale may be executed in counterparts, and when so executed each counterpart shall be deemed to be an original, and said counterparts together shall constitute one and the same instrument. Facsimile signatures shall be effective as original signatures.

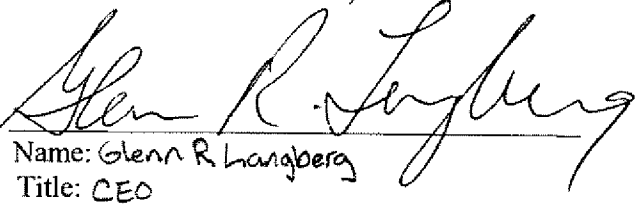
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this Bill of Sale to be duly executed and delivered as of the date first above written.

R&S PARTS AND SERVICES, INC.

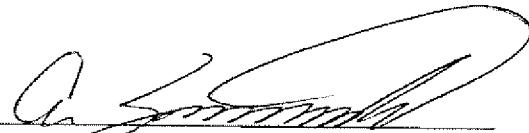
By: 
Name: Glenn R. Langberg
Title: CEO

1945 ROUTE 23 ASSOCIATES, INC

By: 
Name: Glenn R. Langberg
Title: CEO

Acknowledged and accepted as of
the date first above written.

AUTOBACS STRAUSS INC.

By: 
Name: Akihiro Yamada
Title: CEO

[SIGNATURE PAGE TO BILL OF SALE]

TRADEMARK
REEL: 003644 FRAME: 0395

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "AUTOBACS STRAUSS INC.", FILED IN THIS OFFICE ON THE EIGHTH DAY OF MARCH, A.D. 2007, AT 3:14 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

4312672 8100

070296840



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5493536

DATE: 03-09-07

TRADEMARK
REEL: 003644 FRAME: 0396

CERTIFICATE OF INCORPORATION

OF

AUTOBACS STRAUSS INC.

**Pursuant to Section 102 of the
General Corporation Law of the State of Delaware**

The undersigned, in order to form a corporation pursuant to Section 102 of the General Corporation Law of the State of Delaware, does hereby certify:

FIRST: The name of the Corporation is Autobacs Strauss Inc. (the "Corporation").

SECOND: The address of the Corporation's registered office in the State of Delaware is 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle, Delaware 19808. The name of its registered agent at such address is Corporation Service Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity and to exercise any powers permitted to corporations organized under the General Corporation Law of the State of Delaware including those that are incidental to and necessary or convenient for the accomplishment of the foregoing purposes.

FOURTH: The total number of shares which the Corporation shall have authority to issue is 1,000 shares of Common Stock, par value \$0.01 per share.

FIFTH: The name and mailing address of the incorporator is as follows:

<u>Name</u>	<u>Mailing Address</u>
Matthew P. Murphy	Pillsbury Winthrop Shaw Pittman LLP 1540 Broadway New York, NY 10036-4039

SIXTH: The board of directors is expressly authorized to adopt, amend, or repeal the bylaws of the Corporation.

SEVENTH: Elections of directors need not be by written ballot unless the bylaws of the Corporation shall otherwise provide.

EIGHTH: The business and affairs of the Corporation shall be managed by or under the direction of the board of directors. In addition the powers and authority expressly conferred upon them by statute or by this Certificate of Incorporation or the by-laws, the board of directors is hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation.

NINTH: A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director; provided, however, that the foregoing shall not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under section 174 of the General Corporation Law of the State of Delaware, or (iv) for any transaction from which the director derived an improper personal benefit. If the General Corporation Law of the State of Delaware is hereafter amended to permit further elimination or limitation of the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware as so amended. Any repeal or modification of this Article NINTH by the stockholders of the Corporation or otherwise shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

TENTH: The Corporation reserves the right to amend, alter, change, or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

[Signature page follows]

IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of March, 2007 and I affirm that the foregoing certificate is my act and deed and that the facts stated therein are true.

/s/ Matthew P. Murphy
Matthew P. Murphy, Incorporator