

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BPS Holding Corporation		11/08/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Brake Pro, Ltd.		
Street Address:	1000 Cobb International Boulevard		
City:	Kennesaw		
State/Country:	GEORGIA		
Postal Code:	30125		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1464501	BRAKE-PRO	
Registration Number:	3161658	BRAKEPRO	
CORRESPONDENCE DATA			
Fax Number:	(248)566-8533		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2485668532		
Email:	tmdocketing@honigman.com		
Correspondent Name:	Jennifer Sheehan Anderson		
Address Line 1:	38500 Woodward Ave., Suite 100		
Address Line 4:	Bloomfiled Hills, MICHIGAN 48304		
ATTORNEY DOCKET NUMBER:	215407-114660		
NAME OF SUBMITTER:	Jennifer Sheehan Anderson		
Signature:	/Jennifer Sheehan Anderson/		
Date:	11/12/2007		

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Total Attachments: 3

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TRADEMARK ASSIGNMENT – U.S. TRADEMARKS

THIS TRADEMARK ASSIGNMENT (this “Assignment”) dated as of November 8, 2007, (the “Effective Date”) is made by and between BPS Holding Corporation, a corporation organized under the laws of the State of Delaware with a principal address at 1000 Cobb International Boulevard, Kennesaw, Georgia 30152, USA (“Assignor”), and Brake Pro, Ltd. a corporation of Canada with a principal address at 250 Doney Crescent Concord, Ontario Canada L4K 3A8 (“Assignee”).

with all of the foregoing; and

WHEREAS, all of the Assignor’s right, title interest and benefit in and to the trademark registrations and applications for registration of trademarks identified and set forth on Schedule A (collectively, the “Trademarks”) and the goodwill associated Trademarks and their associated goodwill are to be assigned to Assignee at its request and direction.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all of Assignor’s right, title, interest and benefit in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, and all registrations, applications therefor and renewals and extensions of the foregoing in the United States, and for all foreign countries that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title, interest and benefit in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

3. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, any and all reasonable cooperation and assistance at Assignee’s request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with implementation, perfection and/or recording of this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

BPS HOLDING CORPORATION

By: *Russell L. Armer*

Name: Russell L. Armer

Title: CEO/President

State of Georgia :
County of Cobb :ss

Sworn and subscribed to and before me this 5th day of November, 2007 by Russell Armer, CEO/President of **BPS Holding Corporation**, who is duly authorized to sign this document.

Sarah H. McDaniel
Notary Public

MY COMMISSION EXPIRES
JULY 31ST 2008

BRAKE PRO., LTD

By: *Russell L. Armer*

Name: Russell L. Armer

Title: CEO/President

Sworn and subscribed to and before me this ____ day of November, 2007 by Russell Armer, CEO/President of **Brake Pro, Ltd.** who is duly authorized to sign this document.

Notary Public

Schedule A

Mark	Country	Appl. No.	File Dt.	Reg. No.	Reg. Dt.
BRAKE-PRO SYSTEMS & DESIGN	United States	73616320	8/25/1986	1464502	11/10/1987
BRAKE-PRO	United States	73616317	8/25/1986	1464501	11/10/1987
BRAKEPRO & DESIGN	United States	78562492	2/8/2005	3161658	10/24/2006

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