

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
Omni Industries, Inc.		12/05/2007	CORPORATION: LOUISIANA
RECEIVING PARTY DATA			
Name:	O'Reilly Automotive, Inc.		
Street Address:	233 South Patterson		
City:	Springfield		
State/Country:	MISSOURI		
Postal Code:	65802		
Entity Type:	CORPORATION: MISSOURI		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77024251	MILES AHEAD	
Serial Number:	77048423	MILES AHEAD	
CORRESPONDENCE DATA			
Fax Number:	(314)480-1505		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	423.755.2654		
Email:	trademark@husch.com		
Correspondent Name:	Harry B. Ray		
Address Line 1:	736 Georgia Aveue		
Address Line 2:	Suite 300		
Address Line 4:	Chattanooga, TENNESSEE 37402		
ATTORNEY DOCKET NUMBER:	69171-001 OMNI ASSIGNMENT		
NAME OF SUBMITTER:	Harry B. Ray		
Signature:	/Harry B. Ray/		

OP \$65.00 77024251

Date:

01/07/2008

Total Attachments: 1

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ASSIGNMENT

THIS ASSIGNMENT made as of December 5, 2007, between OMNI INDUSTRIES, INC., a Louisiana corporation, having a place of business at 7031 Bryce Canyon Avenue, Greenwell Springs, Louisiana 70739 ("ASSIGNOR"), and O'REILLY AUTOMOTIVE, INC., a Missouri corporation, with offices at 233 South Patterson, Springfield, Missouri 65802 ("ASSIGNEE");

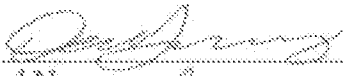
WHEREAS, ASSIGNOR has filed two (2) intent to use applications in the United States Patent and Trademark Office on October 18, 2006, under Serial No. 77/024,251 and on November 21, 2006, under Serial Number 77/048,423, respectively (collectively, the "APPLICATIONS"), each of which to register the mark MILES AHEAD (the "MARK");

WHEREAS, such applications were filed by ASSIGNOR on behalf of ASSIGNEE; and

WHEREAS, ASSIGNEE, is desirous of acquiring the entire right, title and interest to the MARK and registrations, when granted, together with the good will of the business associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby assign and transfer to ASSIGNEE its entire right, title and interest in and to the APPLICATIONS and the MARK, together with the good will symbolized by the MARK, and all other rights which ASSIGNOR has enjoyed thereunder, including any and all rights of recovery based on past infringement of said MARK and/or registration (e.g., pre-assignment infringement claims and damages), the same to be held and enjoyed by the ASSIGNEE, its successors and assigns.


ASSIGNOR
OMNI INDUSTRIES, INC.

By 
Printed Name Danny Messenger
Printed Title V.P. Marketing

STATE OF Louisiana)
COUNTY OF Caddo)

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On this 12th day of December, 2007, personally appeared Danny Messenger, to me known and known to me to be V.P. of Marketing of Omni Industries, Inc., the Assignor above-named, and acknowledged to me that he executed the document on behalf of the Assignor and pursuant to authority duly received.


Notary Public **TRADEMARK**