

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the typographical error in the document, which should have identified U.S. Reg. No. 2,530,254 previously recorded on Reel 002894 Frame 0155. Assignor(s) hereby confirms the the document mistakenly indicates the asignment of U.S. Reg. No. 2,530,354. Please see attached Continuation information..

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Clark Retail Emterprises, Inc.		12/31/2003	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Clark Brands LLC
<b>Street Address:</b>	1601 Bond Street, Suite 103
<b>City:</b>	Naperville
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60563
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2530254	BULK ZONE

**CORRESPONDENCE DATA**

Fax Number: (312)551-1101  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 3125518300  
 Email: jherzog@pfs-law.com  
 Correspondent Name: Jordan Herzog  
 Address Line 1: 150 S. Wacker Drive, Suite 1500  
 Address Line 4: Chicago, ILLINOIS 60606

<b>ATTORNEY DOCKET NUMBER:</b>	3123-001
<b>NAME OF SUBMITTER:</b>	Jordan Herzog

**900096376**

**TRADEMARK  
 REEL: 003695 FRAME: 0978**

**CH \$40.00 2530254**

Signature:	/Jordan Herzog/
Date:	01/14/2008
<b>Total Attachments: 10</b> source=DeclarationOfMaxShaftal#page1.tif source=DeclarationOfMaxShaftal#page2.tif source=DeclarationOfMaxShaftal#page3.tif source=DeclarationOfMaxShaftal#page4.tif source=DeclarationOfMaxShaftal#page5.tif source=DeclarationOfMaxShaftal#page6.tif source=DeclarationOfMaxShaftal#page7.tif source=DeclarationOfMaxShaftal#page8.tif source=DeclarationOfMaxShaftal#page9.tif source=DeclarationOfMaxShaftal#page10.tif	

**Continued from Item 3 on Recordation Form Cover Sheet**

This submission is a request to correct to correct a typographical error in a document previously recorded at reel/frame 002894/0155. Copies of the previously submitted Recordation Form Cover Sheet, a Declaration of Max Shaftal as attorney for the Assignee, and the document previously recorded at reel/frame 002894/0155, are all attached hereto.

Note that the Agreement contains a typographical error on its Schedule A thereto, in that one of the assigned registrations, U.S. Reg. No. 2,530,254 on BULK ZONE, is mistakenly identified as U.S. Reg. No. 2,530,354.

Pursuant to TMEP 503.06(b), correction of the above-identified error is requested. In particular, Clark Brands LLC requests that the records of the USPTO be updated: i) to **no longer** indicate that U.S. Reg. No. **2,530,354** is assigned to Clark Brands LLC; and ii) to **instead** indicate that U.S. Reg. No. **2,530,254** is assigned to Clark Brands LLC.

01-12-2004

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RI



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102642821

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): CLARK RETAIL ENTERPRISES, INC. 1-804
Individual(s) Association
General Partnership Limited Partnership
Corporation-State Delaware
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: CLARK BRANDS LLC
Internal Address: c/o WAVELAND INVESTMENTS, LLC
Street Address: 1850 Second Street
City: Highland Park State: IL Zip: 60035
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other LLC-Delaware
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 12/31/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76/169,144
B. Trademark Registration No.(s) 1,933,736
2,000,786; 2,165,106; 2,737,709
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Max Shaftal
Internal Address: Patzik, Frank & Samotny Ltd
Street Address: 150 South Wacker Drive
Suite 900
City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 31
7. Total fee (37 CFR 3.41): \$ 790.00
Enclosed
Authorized to be charged to deposit account

8. Deposit account number: 50-1325
OPR/FINANCE
JAN 18 AM 7:40

DO NOT USE THIS SPACE

9. Signature.
Max Shaftal
Name of Person Signing
Signature
Date: 1/2/2004
Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

Registration number(s):  
(continued from Item 4 on Recordation Form Cover Sheet)

Reg. No. 0,716,347  
Reg. No. 2,404,450  
Reg. No. 2,136,209  
Reg. No. 1,895,329  
Reg. No. 2,002,622  
Reg. No. 2,106,742  
Reg. No. 2,059,482  
Reg. No. 2,530,354  
Reg. No. 2,457,781  
Reg. No. 2,458,030  
Reg. No. 2,443,054  
Reg. No. 2,444,742  
Reg. No. 2,545,158  
Reg. No. 2,545,250  
Reg. No. 2,478,405  
Reg. No. 2,391,891  
Reg. No. 2,348,980  
Reg. No. 2,471,941  
Reg. No. 1,293,459  
Reg. No. 1,828,650  
Reg. No. 2,693,623  
Reg. No. 2,724,494  
Reg. No. 2,636,471  
Reg. No. 2,500,014  
Reg. No. 2,636,329  
Reg. No. 1,417,727

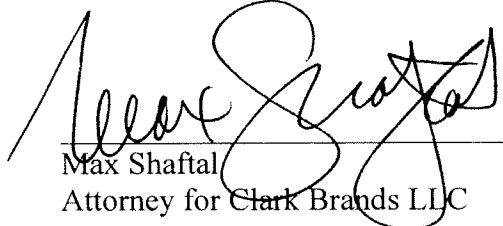
## Declaration of Max Shaftal

The undersigned, Max Shaftal, hereby states:

1. I am an attorney for Clark Brands LLC, and am authorized to make this statement on behalf of Clark Brands LLC.
2. A Trademark Assignment Agreement (the "Agreement"), assigning thirty-one U.S. trademark registrations and pending applications from Assignor Clark Retail Enterprises, Inc. to Assignee Clark Brands LLC, was executed on December 31, 2003 and recorded at the USPTO beginning at Reel 2894, Frame 155. A copy of the original Agreement, as previously submitted and recorded with the USPTO, is attached hereto as Exhibit A.
3. The Agreement contains a typographical error on its Schedule A thereto, in that one of the assigned registrations, U.S. Reg. No. **2,530,254** on BULK ZONE, is mistakenly identified as U.S. Reg. No. **2,530,354**.
4. Upon information and belief, Assignor Clark Retail Enterprises, Inc. is no longer in existence, and, accordingly, is not available to correct the Agreement or to execute a new one.
5. Accordingly, pursuant to TMEP 503.06(b), Assignee Clark Brands LLC hereby requests correction of the above-identified error. In particular, Clark Brands LLC requests that the records of the USPTO be updated: i) to **no longer** indicate that U.S. Reg. No. **2,530,354** is assigned to Clark Brands LLC; and ii) to **instead** indicate that U.S. Reg. No. **2,530,254** is assigned to Clark Brands LLC.

The undersigned being hereby warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements and the like may jeopardize the validity of this document and the subject Registration, declares that he is properly authorized to execute this document on behalf of Clark Brands LLC; and all statements made of his own knowledge are true and that all statements made on information and belief are believed to be true.

Dated: January 14, 2008

  
Max Shaftal  
Attorney for Clark Brands LLC

# **EXHIBIT A**

## TRADEMARK ASSIGNMENT AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which is hereby acknowledged, **CLARK RETAIL ENTERPRISES, INC.**, a Delaware corporation having a business address of 3003 Butterfield Road, Suite 300, Oakbrook, Illinois 670523 (hereinafter sometimes referred to as "SELLER") hereby transfers, sells, and conveys to **CLARK BRANDS, LLC** a Delaware limited liability company, having a business address of c/o Waveland Investments LLC, 1850 Second Street, Highland Park, IL 60035 (hereinafter sometimes referred to as "BUYER"), pursuant to, and subject to the terms of, the Asset Purchase Agreement dated December 9, 2003, SELLER's entire worldwide right, title and interest in and to the trademark registrations, service mark registrations, trade names, service marks, service mark applications and/or trademark applications respectively listed on Schedule A attached hereto and made a part hereof, as well as the goodwill associated with the business symbolized by the trade names, trademarks and/or service marks, and any and all state trademark registrations and common law trademark rights associated therewith; and any renewals thereof; all income, royalties, damages, license fees, licenses and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; the right to sue for breach or enforcement of any licenses or agreements thereon and/or any and all past infringement which may have occurred at any time up to the date of this present TRADEMARK ASSIGNMENT AGREEMENT; and any and all United States and/or foreign trademark (or service mark) registrations which may issue on same in the future.

SELLER agrees to perform all commercially reasonable acts which may be necessary or desirable to perfect the above-described transfer of trademark, service mark and trade name rights or to maintain said registrations before both the United States Patent and Trademark Office and the Trademark Offices of any and all foreign countries, at BUYER's expense, as well as to cooperate reasonably with BUYER in obtaining and/or providing information required in any proceedings relating to said trademarks, service marks and trade names.

SELLER further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all additional trademark and service mark registrations or amended registrations that have been or may be granted upon any application or petition for same with respect to the trademarks or service marks which are the subject of this Assignment, to BUYER, its successors and/or assigns.

SELLER hereby grants to PATZIK, FRANK & SAMOTNY LTD. located at 150 South Wacker Drive, Suite 900, Chicago, Illinois 60606, the authority and power to insert on this instrument any further identification, which may be necessary or desirable for purposes of recordation in the United States Patent and Trademark Office or the Trademark Office of any foreign country.



**Seller:**

**CLARK RETAIL ENTERPRISES, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: December 31, 2003

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged/subscribed and sworn to before me on this 31st day of December, 2003 by

\_\_\_\_\_  
(name of signor)

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
SEAL

**Buyer:**

**CLARK BRANDS, LLC,**

**By: WI-CLARK, LLC  
its Manager**

**By: WAVELAND INVESTMENTS, LLC,  
as Managing Member**

By: *Dennis M. Zaslavsky*  
Dennis M. Zaslavsky, Manager

Date: December 31, 2003

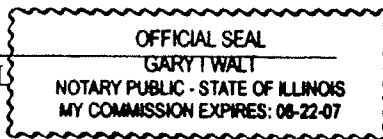
STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

This instrument was acknowledged/subscribed and sworn to before me on this 31st day of December, 2003 by

Gary I. Walt  
(name of signor)

*Gary I. Walt*  
NOTARY PUBLIC

SEAL



Seller:

CLARK RETAIL ENTERPRISES, INC.

By: [Signature]

Title: General Counsel & Secretary

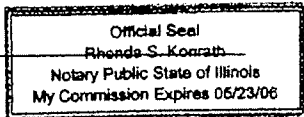
Date: December 31, 2003

STATE OF Illinois )  
 ) ss.  
COUNTY OF DuPage )

This instrument was acknowledged/subscribed and sworn to before me on this 31st day of December, 2003 by Joseph A. Sullivan (name of signor)

[Signature]  
NOTARY PUBLIC

SEAL



Buyer:

CLARK BRANDS, LLC,

By: WI-CLARK, LLC  
its Manager

By: WAVELAND INVESTMENTS, LLC,  
as Managing Member

By: \_\_\_\_\_  
Dennis M. Zaslavsky, Manager

Date: December 31, 2003

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

This instrument was acknowledged/subscribed and sworn to before me on this 31st day of December, 2003 by

Gary I. Walt  
(name of signor)

NOTARY PUBLIC

SEAL

SCHEDULE A

APPLICATIONS

<u>MARK</u>	<u>COUNTRY</u>	<u>APPLICATION NO.</u>
CLARK (Stylized)	US	76/169,144

REGISTRATIONS

<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NO.</u>
CLARK (and design)	US	1,933,736
CLARK (and design)	US	2,000,786
CLARK (and design)	US	2,165,106
CLARK (and design)	US	2,737,709
CLARK (and design)	US	0,716,347
CLARK EXPRESS	US	2,404,450
CHANGING THE WAY AMERICA FUELS	US	2,136,209
ON THE GO	US	1,895,329
ON THE GO	US	2,002,622
ON THE GO	US	2,106,742
ON THE GO (and design)	US	2,059,482
BULK ZONE	US	2,530,354
OH! ZONE	US	2,457,871

OH! ZONE (and design)	US	2,458,030
LIGHT HOUSE (and design)	US	2,443,054
FOUR CORNERS COFFEE	US	2,444,742
FOUR CORNERS COFFEE	US	2,545,158
FOUR CORNERS COFFEE (and design)	US	2,545,250
FRESH ZONE	US	2,478,405
MILES PER DOLLAR	US	2,391,891
MILES PER DOLLAR	US	2,348,980
MORE MILES PER DOLLAR	US	2,471,941
OWENS	US	1,293,459
VALUE DRIVEN	US	1,828,650
VALUE ZONE	US	2,693,623
WASH ON THE GO	US	2,724,494
WE'RE THE REAL DEAL	US	2,636,471
WE'RE THE REAL DEAL	US	2,500,014
FOUR CORNERS (and design)	US	2,636,329
ROAD PILOT (and design)	US	1,417,727