

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	08/22/2007

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Globe Motorists Supply Company, Inc.		04/29/2008	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

Name:	Warren Distribution, Inc.
Street Address:	727 South 13th Street
City:	Omaha
State/Country:	NEBRASKA
Postal Code:	68102
Entity Type:	CORPORATION: NEBRASKA

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1963770	TVI

**CORRESPONDENCE DATA**

Fax Number: (314)862-4656  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 314-863-7733  
 Email: trademark@spencerfane.com  
 Correspondent Name: Glenn K. Robbins II  
 Address Line 1: 1 N. Brentwood Blvd.  
 Address Line 2: Suite 1000  
 Address Line 4: St. Louis, MISSOURI 63105

ATTORNEY DOCKET NUMBER:	5010868-40
NAME OF SUBMITTER:	Glenn K. Robbins II

**OP \$40.00 1963770**

Signature:

/glenn k. robbins ii/

Date:

04/30/2008

Total Attachments: 1

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### NUNC PRO TUNC TRADEMARK ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is made and entered into effective as of August 22, 2007, ("Effective Date"), by and between Globe Motorists Supply Company, Inc. ("Assignor") a New York corporation, and Warren Distribution, Inc. ("Assignee"), a Nebraska corporation.

This assignment supplements and implements the Asset Purchase Agreement dated August 22, 2007 as it regards the assignment of the entire right, title, and interests in and to U.S. Trademark Registration No. 1,963,770 for TVI and Design (hereinafter the "Mark").

WHEREAS, Assignee desires to acquire said Mark, and any subsequent registrations therefor and all of the rights to and interests therein.

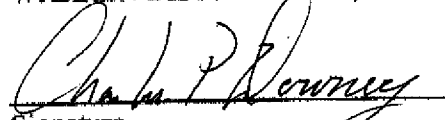
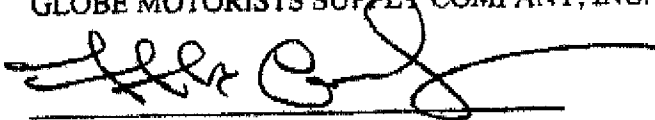
NOW, THEREFORE, TO ALL CONCERNED, be it known for and in consideration of the Asset Purchase Agreement, the sum of One Dollar (\$1.00), and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby makes the transfer and assignment of all rights in the Mark as follows:

1. Assignor does sell, assign, and transfer all its right, title, and interest, anywhere in the world, in and to the Mark unto Assignee, the application and subsequent registration therefor, together with the goodwill of the business in connection with which the said Mark is used and that part of the goodwill of the business connected with the use of and symbolized by the said Mark.
2. Assignor further agrees to execute and deliver such other or further documents or instruments as may be necessary, in the judgment of Assignee's counsel, to perfect Assignee's rights in and to the said Mark.
3. This Assignment provided hereby includes any and all rights, use for and recover all damages for infringement of the said Mark, whether such infringement occurred in the past or occurs in the future, as fully as if Assignor had filed such action in its own name. Further, Assignor agrees to cooperate in any such actions the extent reasonably required by Assignee to enforce the rights transferred hereunder.

IN WITNESS WHEREOF, the undersigned Assignor and Assignee have executed this Trademark Assignment.

GLOBE MOTORISTS SUPPLY COMPANY, INC.

WARREN DISTRIBUTION, INC.



Signature

Signature

MARC CUTLER

Charles P Downey

Printed Name

Printed Name

CHAIRMAN

President/CEO

Title

Title

305931.2