

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
GEMINI COMMUNICATIONS, INC.		01/01/2002	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	CMA COMMUNICATIONS, LLC		
Street Address:	598 Point Drive		
City:	Akron		
State/Country:	OHIO		
Postal Code:	44333		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1526827	IMPORT SERVICE	
CORRESPONDENCE DATA			
Fax Number:	(216)241-3707		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2167063961		
Email:	bklink@taftlaw.com		
Correspondent Name:	Bradley J. Klink		
Address Line 1:	200 Public Square		
Address Line 2:	Suite 3500		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	Bradley J. Klink, Esq.		
Signature:	/bradley j klink/		
Date:	01/22/2009		

CH \$40.00 1526827

Total Attachments: 2

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ASSET TRANSFER AGREEMENT

This Asset Transfer Agreement (the "Agreement") is made effective this 1st day of January, 2002 (the "Effective Date"), by and among Gemini Communications, Inc., an Ohio corporation, ("Gemini"), and Parts Professional, Inc., an Ohio corporation ("Parts Professional") (collectively herein, the "Corporations"), and CMA Communications, LLC, an Ohio limited liability company ("CMA").

WHEREAS, CMA is a newly formed entity that shall assume certain business and other assets and liabilities of the Corporations;

ACCORDINGLY, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Transfer of Assets. The Corporations hereby assign, convey and transfer to CMA the following: (a) all rights which each may possess to any and all intellectual property, including, but not limited to, the names "Import Service" and "Parts Professional", among others; (b) the subscription lists for each publication of the Corporations; (c) all rights to the Corporations' contracts, subject to any necessary consents required to complete such assignments; (d) all rights and title to Gemini's tour bus, subject to any liens; and (e) all rights in the Corporations' remaining assets, subject to all liens, if any, encumbering such assets and any required consents to such transfers being obtained.
2. Assumption of Liabilities. In consideration for the transfer of assets set forth above, CMA will assume all of the Corporations' liabilities as shown on the books and records of the Corporations as of the Effective Date, subject to any required consents being obtained. CMA hereby assumes and promises to fully perform and discharge all of such liabilities together with all other obligations and duties of the Corporations from and after the Effective Date.
3. Appointment. The Corporations hereby appoint CMA and its successors and assigns as the Corporations' true and lawful attorneys, with full power of substitution by, on behalf of, and for the benefit of CMA and its successors and assigns, to enforce any claim or right hereby sold, conveyed, assigned and transferred. The foregoing powers are coupled with an interest and are irrevocable by the Corporations for any reason whatsoever.
4. Governing Law. The Agreement shall be governed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

GEMINI COMMUNICATIONS, INC.

By: Christopher M. Ayers, Jr.
Christopher M. Ayers, Jr., President

PARTS PROFESSIONAL, INC.

By: Christopher M. Ayers, Jr.
Christopher M. Ayers, Jr., President

CMA COMMUNICATIONS LLC

By: Christopher M. Ayers, Jr.
Christopher M. Ayers, Jr.,
Managing Member