

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
Impero, Inc. d/b/a Quest Redline Products	FORMERLY Quest Industries, Inc.	10/04/2005	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Pilot Automotive, Inc.		
Street Address:	768 S. Turnbull Canyon Road		
City:	City of Industry		
State/Country:	CALIFORNIA		
Postal Code:	91745-1401		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78098682	REDLINE	
CORRESPONDENCE DATA			
Fax Number:	(415)433-3883		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-433-1400		
Email:	dsooy@tobinlaw.com		
Correspondent Name:	C. Darrell Sooy		
Address Line 1:	500 Sansome Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	1139-PILOT		
NAME OF SUBMITTER:	C. Darrell Sooy		
Signature:	/C/Darrell/Sooy		
Date:	03/09/2009		

OP \$40.00 78098682

Total Attachments: 8

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UNITED STATES BANKRUPTCY COURT

For the Northern District of ILLIONIS

This is to certify that the within and attached document(s) is a full, true and correct copy of the original thereof as the same appears on file in the office of the Clerk of the United States Bankruptcy Court for the Northern District of Illinois.

Kenneth S. Gardner
Clerk of Court

By: Marvin Miller
Deputy Clerk

Dated: February 2, 2009

**UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:)	Chapter 11
)	
IMPERO, INC. d/b/a Quest Redline Products)	Case No. 05-27502
)	
Debtor.)	Hon. John H. Squires
)	

ORDER AUTHORIZING AND APPROVING SALE OF PROPERTY

Upon consideration of the Motion¹ of Impero, Inc. d/b/a Quest Redline Products (the "Debtor") pursuant to 11 U.S.C. §§ 327 and 363 and Fed. R. Bankr. P. 2002, 2014 and 6004, for the entry of an order (1) authorizing the Debtor to retain an auctioneer for the sale of certain personal property and (2) approving the proposed auction procedures for the sale of such property; due and proper notice of the Motion having been provided; it appearing that there is good cause to grant the relief requested; and, there being no objection to the relief requested; the Court hereby FINDS that:

A. Notice of the Auction has been given in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the Motion. Such notice constitutes good and sufficient notice of the Motion and the Auction and no other or further notice is required.

B. On August 28, 2005 the Debtor conducted the Auction at 16095 Keegan Avenue, Carson, California 90746 in accordance with the Terms and Procedures previously approved by the Court. The Debtor advised all parties in attendance at the auction of the auction procedures and that the Property (as defined herein) was being sold in "as is" condition with all faults and without any warranties. Other than the Debtor's express representation as to its ability to sell its

¹ Capitalized terms not defined herein shall have the meaning ascribed to them in the Application.

interest in the Property and transfer title to the Property, the Debtor made no representations with respect to the property.

C. During the Auction, a reasonable opportunity was afforded any interested party to make an offer for the Property.

D. Based on the results of the Auction, Pilot Automotive Inc. (the "Purchaser") submitted the highest and best offer of \$640,000.00 (the "Purchase Price") for (1) the Debtor's inventory located at 16095 Kocogan Avenue, Carson, California 90746, (2) any right, title and interest the Debtor has in the Intellectual Property, and (3) certain consigned inventory located at various Pep Boys locations around the country (together the "Property").

E. The Purchase Price agreed to by the Purchaser is fair and reasonable.

F. The Purchaser is entitled to the protection of Section 363(m) of the Bankruptcy Code as a purchaser in good faith.

G. The sale of the Property to the Purchaser is in the best interests of the Debtor and its estate, creditors and other parties in interest.

IT IS HEREBY ORDERED:

1. The Motion, the Auction, and the transactions contemplated thereby are hereby approved.

2. Pursuant to 11 U.S.C. § 363(b), the Debtor is authorized to sell its right, title and interest in and to the Property to the Purchaser.

3. The Debtor and the Purchaser are hereby authorized to take all actions and execute all documents and instruments that the Debtor deems necessary or appropriate to consummate the sale of the Property, including but not limited to the Bill of Sale annexed hereto as Exhibit A.

4. The Sale of the Property to the Purchaser shall be free and clear of all liens and all other claims pursuant to 11 U.S.C. § 363(f). Any and all alleged liens and claims on the Property shall attach to the proceeds of the sale, with the same validity, priority, force and effect as such liens had upon the Property prior to the closing, subject to any claims and defenses of the Debtor and LaSalle.

5. The proceeds of the Property shall be delivered to LaSalle pursuant to written instructions provided to the Debtor's counsel by counsel to LaSalle. In the event that a party other than LaSalle is determined to have a valid lien on the Property higher in priority than LaSalle's lien, LaSalle shall refund a portion of the proceeds equal to the monetary value of such lien to such party.

6. Pursuant to Fed. R. Bankr. P. 6004(g), this Order shall not be stayed, and in the absence of any entity obtaining a stay pending appeal, the Debtor and the Purchaser are free to close on the Property.

7. The Purchase Price shall be paid to LaSalle within 3 days of the entry of this order.

Dated: _____

10/4/15

ENTER


United States Bankruptcy Judge

Prepared By:

Steven B. Towbin (#2848546)
Ann E. Stockman (#6273108)
Shaw Gussis Fishman Glantz
Wolfson & Towbin LLC
321 North Clark Street, Suite 800
Chicago, Illinois 60610
Ph: (312) 541-0151
Fax: (312) 980-3888

EXHIBIT A

BILL OF SALE

This Bill of Sale is made and entered into this 28th day of September, 2005 by and between **Impero, Inc. d/b/a Quest Redline Products**, debtor and debtor-in-possession at Case No. 05-27502 pending before the United States Bankruptcy Court for the Northern District of Illinois, Eastern Division ("Seller"), and **Pilot Automotive Inc.** ("Buyer").

For a purchase price equal to \$640,000.00 and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, in accordance with that certain order entered by the United States Bankruptcy Court for the Northern District of Illinois, Eastern Division (the "Court") on October 4, 2005 authorizing the sale of Seller's property to Buyer, Seller does hereby transfer, assign and convey to Buyer:

- (1) any right, title and interest Seller has in that personal property located at 16095 Keegan Avenue, Carson, California 90746;
- (2) any right, title and interest the Debtor has in any patents, trademarks, copyrights, domain names or any other intellectual property including but not limited to the intellectual property set forth on Schedule 1 hereto; and
- (3) any right, title and interest the Debtor has in certain consigned inventory located at various locations operated by The Pop Boys - Manny, Moe & Jack d/b/a Pep Boys around the country as more fully set forth on Schedule 2 hereto,

(together the "Property") free of all liens, claims and encumbrances.

Buyer acknowledges that the Property is being sold in "as is" condition with all faults and without any warranties. Other than Seller's representation as to its ability to sell its right, title and interest in the Property and transfer title to the Property to Buyer, the Seller makes no representations with respect to the Property.

IN WITNESS WHEREOF, the parties hereto, each by persons duly authorized, have caused this Bill of Sale to be executed as of the day and year first written above.

SELLER:

IMPERO, INC. D/B/A QUEST REDLINE PRODUCTS

By: _____

Name: Jay Steinberg, not individually but
solely in his capacity as Director

BUYER:

PILOT AUTOMOTIVE INC.

By: _____

Name: _____
Title: _____

Auditor: Orion Super

Intellectual Property

Trademark:

Redline

Number:

78098682

Patent:

Digital tire-gauge with LED flashlight	D455,361
Hand-held vacuum cleaner with headlamp	6,493,903
Spider license frame	D481,660
Tribal skulls pedal cover set for vehicles	D495,280
Skulls pedal cover set for vehicles	D495,634
Fire pedal cover set for vehicles	D496,310
Tribal fire pedal cover set for vehicles	D497,855
Dragon pedal cover set for vehicles	D497,856
Vehicle pedal attachment	6,619,156
License plate holder having nugget ornamentation	D379,450
License plate holder having chain-link ornamentation	D380,429
License plate holder having a twisting ornamentation	D384,627
Paneled mirror	D425,311
Paneled mirror	D425,312

SCHEDULE 1

TRADEMARK
REEL: 003948 FRAME: 0584

Guest CONSIGNMENT SKUS Inventory 6-2005

Page 1

SKU	Part Number	Description	TOTAL CONSIGNED	Cost	Net Price
Redline(All)					
8504432	80-8084	10 INTERIOR NEON LIGHT PURPLE	234	8.08	1,889.76
8667205	80-8128	30-4162 NEON SHIFTER KNOB BLUE	369	5.38	1,983.94
8667210	80-8173	15 BLUE NEON TUBE	1180	8.55	1,197.00
8667227	80-8173	15 GREEN NEON TUBE	1180	8.55	1,406.19
8667234	80-8174	15 PURPLE NEON TUBE	1180	8.55	2,171.76
8667241	80-8175	15 BLACK NEON TUBE	1180	8.55	1,795.60
8617576	80-8085	10 NEON TUBE/BLACK	260	8.08	2,036.18
8617583	80-8082	10 NEON TUBE/BLUE	260	8.06	1,918.22
8675826	2667	APR15/15 RED POWERBOLT ROD W	270	13.18	1,438.50
9012586	80-2584	2584 PURPLE RADIO NEON	270	8.31	2,987.86
9014075A	80-2564	2560 PURPLE NEON W/SENSOR	270	8.31	2,277.97
9028881	80-8314	14 PURPLE NEON TUBE	1680	16.00	27,072.00
9028883	80-8312	16 BLUE NEON TUBE	1680	16.00	2,392.00
9051825	80-8084	2680 10 PURPLE NEON	1040	7.31	2,536.57
9051832	80-8087	2691 10 BLUE NEON PULSE	1040	7.31	1,182.29
9051848	80-8081	2694 RED ICE NEON PULSE	1040	7.31	1,608.30
9051856	80-8192	2695 15 BLUE ICE PULSE	1040	7.31	826.66
9099025	80-2714	NY 6540 PURPLE WIRE	1120	10.73	3,147.76
9099032	80-2712	NY6510 BLUE NEON WIRE 5FT	243	10.73	2,607.39
9106534	80-4100	12 BLACK NEON MIRROR	1320	8.87	3,308.51
9106541	80-6313	36 GREEN NEON TUBE	1728	16.00	27,538.00
9107388	12-0212	CZ-1308 LED ANTENNA	1320	2.00	2,197.58
9107432	80-0192	9 SLIM NEON TUBE - BLUE	1080	5.16	1,370.14
9107449	80-0185	9 SLIM NEON TUBE - BLACK	1080	5.18	2,974.30
9123452	CZ1308W	LED ANTENNA WHITE	864	4.51	2,891.84
9156485	380117	3 IN 1 BLUE LED NOZZLE	1080	8.75	9,041.88
9156492	380116	3 IN 1 RED LED NOZZLE	1080	8.75	27,316.00
9175905	5065528	15 BLUE NEON STROBE TUBE	1370	13.70	301.40
9181652	FPTPTLRD	RED TIRE LIGHT	618	5.48	5,038.64
9181663	FPTPTLNB	BLUE TIRE LIGHT	618	5.48	4,677.48
9182740	91-2200	CLEAR STROBE ROPE	2412	12.50	5,712.50
9192575	FFMLV2NB	NEO-BLUE LED MAP LIGHT	850	1.37	1,164.50
9192878	FFSLNB	NEO-BLUE STROBE LIGHT	784	5.48	4,304.16
9192880	FFBLRD	RED STROBE LIGHT	850	5.48	4,871.90
9192902	FFBLWH	WHITE STROBE LIGHT	850	5.85	1,785.50
9192928	FFLED5LNB	NEO BLUE LED STROBE	1144	11.44	3,351.82
9192957	FFLED5LWH	WHITE LED STROBE	1144	11.44	3,437.88
9193120	FF15PS	15 FUSION NEON TUBE	247	9.63	3,306.11
9193400	3721	4 MINI CLIP ON BLUE	823	5.95	1,675.46
9193455	2859	1 NEON SABER W/SENSOR BLUE	1080	8.95	7,321.10
9193648	2536	SM NEON PULSING SHIFTER GREEN	936	8.95	2,093.38
9193880	2832	STROBE HEADLIGHT KIT GREEN	1060	4.95	5,146.40
9193975	2724	4 MINI CLIP ON NEONS GREEN	854	5.95	3,891.30
9193740	2878	3 NEON SABER W/SENSOR GREEN	1080	8.95	15,823.65
9193831	3073	SM RAIN WIPER LIGHTS GREEN	822	4.45	3,634.80
9193848	4247	NEON ULTRA BRIGHTS GREEN 4	1003	9.95	9,979.85
9193885	4256	NEON ULTRA BRIGHTS GREEN 5	1085	10.95	6,887.25
9193912	7746	EL LIGHTED PEDAL MANUAL GREEN	1375	15.95	3,158.10
9194034	2857	3 NEON SABER W/SENSOR RED	858	8.95	3,037.10
9194210	2820	STROBE HEADLIGHT KIT PURPLE	860	4.95	1,207.60
9194227	2782	PULSING 5' EL WIRE PURPLE	343	11.98	4,098.85
9194234	2885	LIGHTED DICE MIRROR HANGER PUR	278	2.25	825.30
9194285	4223	NEON ULTRA BRIGHTS PURPLE 4	1030	9.95	4,268.35
9194274	4224	NEON ULTRA BRIGHTS PURPLE 6	1030	10.95	2,385.20
9194315	2527	NEON SHIFTER HANDLE SM YELLOW	818	8.95	8,216.15
9194346	2750	HEADLIGHT STROBES YELLOW	928	4.95	3,803.60
9194380	2850	3 NEON SABER ANTENNA YELLOW	804	8.95	14,155.80
9194377	2864	LIGHTED DICE MIRROR HANGER VEL	434	2.25	876.50
9194410	3033	ADJUSTABLE MINI LITE YELLOW	882	4.45	4,014.00
9194458	4251	NEON ULTRA BRIGHTS YELLOW 4	1089	9.95	5,661.55
9194472	4233	NEON ULTRA BRIGHTS YELLOW 6	1027	11.95	3,867.50
9194808	7783	EL LIGHTED PEDAL AUTO YELLOW	1390	19.95	2,873.88
9194515	7734	EL LIGHTED PEDAL MANUAL YELLOW	1247	16.95	3,908.66
9194553	2769	PULSING EL WIRE WHITE	1727	11.05	3,489.48
9194803	2932	LED LIC FAST SKULL WHITE	1489	4.45	6,632.88
9194854	3032	ADJUSTABLE MINI LIGHTS WHITE	740	4.45	3,189.50
9194859	3041	LIGHTED HEADREST SHOCK WHITE	780	7.45	5,894.35
9194885	4254	NEON ULTRA BRIGHTS WHITE 4	876	9.95	3,751.14
9194722	2847	15 PLASMA PURPLE/GREEN/BLUE	780	9.85	7,651.55
9194739	2851	7 MINI PLASMA TUBE	1244	9.31	2,379.84
9194753	2870	PLASMA SHIFTER KNOB	1558	7.85	4,454.10
9194799	2523	NEON SHIFTER HANDLE (SM) - PUR	1358	8.95	5,888.05
9204823	360412D	LED SWEEPER LIGHT BLUE	1030	7.87	4,797.40
9204830	360412H	LED SWEEPER LIGHT RED	1030	7.87	8,194.20
9204847	360401B	UNIV. LED MARKER BLUE	201	8.50	2,606.50
9204854	360401W	UNIV. LED MARKER WHT	201	8.50	4,816.50
9204861	360401R	UNIV. LED MARKER RED	201	8.00	1,674.50
9204878	360401G	UNIV. LED MARKER GRN	201	8.00	13,084.80
9240823	380442B	EL ROCKER PANEL KIT 5 FOOT PAI	82	28.50	2,832.00
9240832	380442R	EL ROCKER PANEL KIT 5 FOOT PAI	82	28.50	1,420.00

380,437.84

SCHEDULE 2

TRADEMARK

REEL: 003948 FRAME: 0585

EXHIBIT A

BILL OF SALE

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- (1) any right, title and interest Seller has in that personal property located at 16095 Keegan Avenue, Carson, California 90746;
- (2) any right, title and interest the Debtor has in any patents, trademarks, copyrights, domain names or any other intellectual property including but not limited to the intellectual property set forth on Schedule 1 hereto; and
- (3) any right, title and interest the Debtor has in certain consigned inventory located at various locations operated by The Pep Boys - Manny, Moe & Jack d/b/a Pep Boys around the country as more fully set forth on Schedule 2 hereto,

(together the "Property") free of all liens, claims and encumbrances.

Buyer acknowledges that the Property is being sold in "as is" condition with all faults and without any warranties. Other than Seller's representation as to its ability to sell its right, title and interest in the Property and transfer title to the Property to Buyer, the Seller makes no representations with respect to the Property.

IN WITNESS WHEREOF, the parties hereto, each by persons duly authorized, have caused this Bill of Sale to be executed as of the day and year first written above.

SELLER:

IMPERO, INC. D/B/A QUEST REDLINE PRODUCTS

By: Jay Steinberg *Not individually but solely as Director*
Name: Jay Steinberg, not individually but solely in his capacity as Director

BUYER:

PILOT AUTOMOTIVE INC.

By: Calvin Wang
Name: Calvin Wang
Title: President

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TRADEMARK