

Form PTO-1594 (Rev. 01-09)  
OMB Collection 0651-0027 (exp. 02/28/2009)

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

## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p><b>1. Name of conveying party(ies):</b></p> <p>GTV Sudlos, LLC.</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation- State: _____  <input checked="" type="checkbox"/> Other <u>Washington limited liability company</u></p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p><b>2. Name and address of receiving party(ies)</b> <input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No</p> <p>Additional names, addresses, or citizenship attached?</p> <p>Name: <u>Online Stores, Inc.</u></p> <p>Internal  Address: <u>Suite 1</u></p> <p>Street Address: <u>1000 Westinghouse Drive</u></p> <p>City: <u>New Stanton</u></p> <p>State: <u>Pennsylvania</u></p> <p>Country: <u>United States of America</u>      Zip: <u>15672</u></p> <p><input type="checkbox"/> Association      Citizenship _____  <input type="checkbox"/> General Partnership      Citizenship _____  <input type="checkbox"/> Limited Partnership      Citizenship _____  <input checked="" type="checkbox"/> Corporation      Citizenship: <u>Pennsylvania</u>  <input type="checkbox"/> Other _____      Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No  (Designations must be a separate document from assignment)</p>
<p><b>3. Nature of conveyance /Execution Date(s) :</b></p> <p>Execution Date(s) <u>July 31, 2009</u></p> <p><input checked="" type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p>	<p><b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b></p> <p>A. Trademark Application No.(s) _____</p> <p>B. Trademark Registration No.(s)  <u>3,005,368</u></p> <p style="text-align: right;">Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p><b>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</b></p>	
<p><b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b></p> <p>Name: <u>Paul D. Bangor, Jr.</u></p> <p>Internal Address: <u>Thorp Reed &amp; Armstrong, 14th Floor, One</u>  <u>Oxford Centre</u></p> <p>Street Address: <u>301 Grant Street</u></p> <p>City: <u>Pittsburgh</u></p> <p>State: <u>Pennsylvania</u>      Zip: <u>15219</u></p> <p>Phone Number: <u>412 394 7767</u></p> <p>Fax Number: <u>412 394 2555</u></p> <p>Email Address: <u>pbangor@thorpreed.com</u></p>	<p><b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px 10px;">1</span></p> <p><b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41)</b>      <u>\$40.00</u></p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account  <input type="checkbox"/> Enclosed</p> <p><b>8. Payment Information:</b></p> <p>Deposit Account Number <u>20-0888</u></p> <p>Authorized User Name <u>Jenifer S. Tarasi</u></p>
<p><b>9. Signature:</b> <u>Jenifer S. Tarasi</u>      August 3, 2009</p> <p style="text-align: center;">Signature      Date</p> <p style="text-align: center;">Jenifer S. Tarasi</p> <p style="text-align: center;">Name of Person Signing</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px 10px;">5</span></p>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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**TRADEMARK**  
REEL: 004039 FRAME: 0833

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EXECUTION COPY

**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT ("Assignment"), effective as of July 31, 2009 ("Effective Date"), is made and entered into by and between GTV Studios, L.L.C., a Washington limited liability company ("Assignor"), and Online Stores, Inc., a Pennsylvania corporation ("Assignee").

**RECITALS:**

WHEREAS, Assignor is the owner of the trademark "Safety Girl" as used in association with roadside emergency kits, including, without limitation, the United States trademark registration for the mark Safety Girl, having the Registration No. 3,005,368 (the "Trademark");

WHEREAS, Assignor and Assignee are parties to that certain Bill of Sale/Sale Agreement (the "Sale Agreement"), dated as of an even date herewith, pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase certain assets, including the Trademark; and

WHEREAS, Assignor wishes to assign to Assignee and Assignee wishes to acquire Assignor's entire right, title and interest in and to the Trademark.

WHEREAS, this Trademark Assignment shall only become effective upon Assignor's receipt of the purchase price and all other amounts due to Assignor at the Closing of the Sale Agreement.

**ASSIGNMENT:**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in, to and under the Trademark together with the goodwill of the Assignor's business associated therewith and which is symbolized thereby, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, any such payments resulting from past, present or future infringement or other unauthorized use of the Trademark, together with the right to sue for and collect the same.

Assignor requests that the Commissioner of Patents and Trademarks record Assignee as the acquirer and owner of the Trademark.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to the principles of conflicts of laws thereof.

This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

The parties agree (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents, and (c) to do such other acts and things, all as the other party may reasonably request from time to time for the purpose of carrying out the intent of this Assignment.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment as of the Effective Date.

ASSIGNOR:

GTV Studios, L.L.C.

By: Catherine Wickern

Name: Catherine Wickern

Title: Member

STATE OF MISSOURI

COUNTY OF Pettis

}  
} SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 30 day of July, 2009, personally appeared Catherine Wickern known to me to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

Laurie Staus  
Notary Public

My Commission Expires:

Laurie Staus  
Notary Public - State of Missouri  
My Commission Expires April 8, 2011  
Pettis County  
Commission #07551202

ASSIGNEE:

Online Stores, Inc.

By: Kevin Hickey

Name: Kevin Hickey

Title: Vice President

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF Allegheny )

SS:

Before me, the undersigned, a Notary Public in and for said County and Commonwealth, on this 31<sup>st</sup> day of July, 2009, personally appeared Kevin Hickey known to me to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

Kim M. Davis  
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Kim M. Davis, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires Aug. 4, 2009  
Member, Pennsylvania Association of Notaries

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Assignee's Signature Page to Trademark Assignment Agreement