

OCT 21

11-05-2009

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

U.S.
United States



RECORDATION FORM COVER SHEET TRADEMARKS ONLY

103579726

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

50-12-01

1. Name of conveying party(ies):
Lee Myles Associates Corp.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: New Jersey
 Other _____

Citizenship (see guidelines) _____
 Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)
 Additional names, addresses, or citizenship attached? Yes No

Name: ~~Lee Myles Associates Corp.~~ Lee Myles Auto Group, LLC
 Internal _____
 Address: _____
 Street Address: 1393 Hilltop Road
 City: Leesport
 State: Pennsylvania
 Country: _____ Zip: 19533

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Limited Liability Company Citizenship PA

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)

3. Nature of conveyance /Execution Date(s) :
 Execution Date(s) 7/22/2009

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
See Annexed Schedule

B. Trademark Registration No.(s)
See Annexed Schedule

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
See attached.

5. Name & address of party to whom correspondence concerning document should be mailed:
 Name: Thomas W. Beaver
 Internal Address: _____
 Street Address: 501 Park Rd. North
P.O. Box 6263
 City: Wyomissing
 State: PA Zip: 19010
 Phone Number: 610-374-2103
 Fax Number: 610-374-9211
 Email Address: tbeaver@rkslawfirm.com

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$205.00

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
 Refund Ref: 11/04/2009 MJAMA1 0000169324
 Deposit Account Number: _____
 Authorized User Name: _____
CHECK Refund Total: \$40.00

9. Signature: Sally Guido July 21, 2009
 Signature Date
 Sally Guido President + CEO
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 326003

Documents to be recorded (including cover sheet) should be faxed to (855) 981-9850, or mailed to: 40.00 OP
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450 275.00 OP

SCHEDULE OF TRADEMARKS

Registration Number	Serial Number	Word Mark
1. 3260825	78951274	"Get Me To Lee Myles"
2. 2991263	76574522	Nobody Knows Transmissions Better
3. 2868938	76537030	Lee Myles Transmissions Autocare
4. 2965673	76533426	The Most Trusted Name In Automotive Service Since 1947
5. 2614656	76234239	Since 1947, The Most Trusted Name in Transmissions
6. 2507102	76227520	Lee Myles
7. 2083901	75150440	Lee Myles
8. 1419460	73599052	Stop and Go Transmissions
9. 1159436	73237273	Lee Myles Transmissions
10. 1006492	73029531	Lee Myles
11.	77547094	Worry-Free Myles
12.	77547046	Worry-Free Miles

TRADEMARK

REEL: 004091 FRAME: 0660

ASSIGNMENT AND BILL OF SALE
CONCERNING INTELLECTUAL PROPERTY

The undersigned, LEE MYLES ASSOCIATES CORPORATION (the "Seller"), a corporation which is duly organized and validly existing on the date hereof under the laws of the State of New York, and is validly authorized to conduct business in the State of New Jersey and conducts its business at 650 From Road, 4th Floor, So. Lobby, Paramus, New Jersey, for the "consideration" recited and/or referred to below, and with the intent to be legally bound, does hereby grant, bargain, sell, and transfer to LEE MYLES AUTO GROUP, LLC, ("Buyer"), a limited liability company which is duly organized and validly existing under the laws of the Commonwealth of Pennsylvania, and has its registered office at 1393 Hilltop Road, Leesport, Berks County, Pennsylvania, its successors and assigns, all of the "Property" described and/or referred to below.

Consideration: Ten Thousand Dollars and No Cents (\$10,000.00).

Property: All of the Seller's right, title and interest in and to all of the trademarks, service marks, copyrights, logos, designs, trade names, business names including corporate names, trade secrets, know-how, formulas, processes, proprietary and confidential information and other similar property developed and/or used in association with the Seller's "Lee Myles Transmissions" franchise system, including but not limited to those registered trademarks shown on Exhibit "A" which is attached to and incorporated by reference in this Assignment and Bill of Sale;

To have and hold, all and singular, the said property to the Buyer, its successors and assigns, to its own use forever.

The Seller warrants that it is the lawful owner in every respect of all the herein described property and that it is free and clear of any and all liens, security agreements, encumbrances, claims, demands, and charges of every kind and character whatsoever, and hereby binds itself, its successors and assigns, to warrant and defend the title to all the herein described property unto the Buyer, its successors and assigns, forever against every person whomsoever lawfully claiming or to claim such herein described property or any part thereof, and this Assignment and Bill of Sale is given by Seller to Purchaser subject to conditions of the Asset Purchase Agreement dated as of July 2, 2009 which by their nature survive closing thereunder (e.g., indemnification).

This Bill of Sale shall be effective as to the transfer of all property listed herein as of the 22nd day of July, 2009.

IN WITNESS WHEREOF, this Bill of Sale is executed the day and year set forth above.

Seller: Lee Myles Associates Corporation

Buyer: LEE MYLES AUTO GROUP, LLC

By [Signature]
Title: PRESIDENT & CEO

By [Signature]
Member