

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
Aaron's Automotive Products, Inc.		05/31/2002	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Superior Quality Steel Products, Inc.		
Street Address:	3898 State Highway OO		
City:	Marshfield		
State/Country:	MISSOURI		
Postal Code:	65706		
Entity Type:	CORPORATION: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1598184	INTERCONT PRODUCTS	
CORRESPONDENCE DATA			
Fax Number:	(417)882-2529		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4178829090		
Email:	akelly@nnlaw.com		
Correspondent Name:	Alison Kelly George		
Address Line 1:	PO Box 10327		
Address Line 4:	Springfield, MISSOURI 65808-0327		
ATTORNEY DOCKET NUMBER:	15327.03		
NAME OF SUBMITTER:	Alison Kelly George		
Signature:	/alison kelly george/		
Date:	07/27/2010		

OP \$40.00 1598184

Total Attachments: 3

source=May 31 2002 Agreement and TM Assignment#page1.tif

source=May 31 2002 Agreement and TM Assignment#page2.tif

source=May 31 2002 Agreement and TM Assignment#page3.tif

BILL OF SALE, LICENSE AND WARRANTY AGREEMENT

THIS BILL OF SALE, LICENSE AND WARRANTY AGREEMENT (this "Agreement") is entered into as of May 31, 2002 between Aaron's Automotive Products, Inc., a Delaware corporation ("Seller"), and Superior Quality Steel Products, Inc., a MISSOURI corporation ("Buyer").

1. **Sale of Assets.** For \$65,000.00 in cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns, conveys and transfers, free and clear of all liens, claims and encumbrances of any kind, to Buyer all right, title and interest in and to the assets listed on Exhibit A attached hereto (the "Assets"). Buyer is removing the Assets from Seller's facility at Buyer's expense.

2. **Representations.** Seller represents and warrants to Buyer that Seller has all right, title and interest in the Assets and by this Agreement is transferring the same to Buyer free and clear of any liens, claims and encumbrances of any kind. Except for the foregoing, Seller makes no representations or warranties (either express or implied) regarding the Assets and Seller acknowledges that it is purchasing the Assets "as is."

3. **Further Assurances.** From time to time hereafter, Seller shall execute and deliver to Buyer such instruments of sale, transfer, conveyance, assignment and delivery, consents, assurances and other instruments as may be reasonably required in order to vest in Buyer all right, title and interest in and to the Assets.

4. **License.** Buyer hereby grants to Seller a nonexclusive, royalty-free, worldwide license to use the "Intercont" name and logo in connection with the sale of those automotive parts washers currently held by Seller for sale.

5. **Warranty.** At Seller's request, Buyer shall provide timely and professional warranty services for Intercont products sold by Seller, whether sold prior to after the date hereof, ("Warranty Products"). Buyer shall submit to Seller any warranty claims that Buyer received with respect to a Warranty Product and will provide the warranty services following approval of the claim by Seller. Seller shall pay Buyer the following in connection with each warranty claim:

- (a) 100% of Buyer's cost for replacement parts where the warranty claim is made within 12 months of the date of sale of the Warranty Product;
- (b) 50% of Buyer's cost for replacement parts where the warranty claim is made more than 12 months after the date of sale of the Warranty Product;
- (c) 10% of the amount set forth in clause (a) or (b) above, as applicable;
- (d) \$5.00 administrative fee; and
- (e) reimbursement of normal or previously authorized shipping costs.

TRADEMARK

6. **Choice of Law; Construction.** This Agreement shall be governed and construed in accordance with the laws of the State of Missouri, without regard to the choice of law rules thereof. The section headings contained herein are for convenience only and shall not constitute a part of this Agreement for any other purpose and shall not be deemed to limit or affect any of the provisions hereof. Neither party hereto, nor its respective counsel, shall be deemed the drafter of this Agreement, and all provisions of this Agreement shall be construed in accordance with their fair meaning, and not strictly for or against either party hereto.

7. **Counterparts and Facsimile Signatures.** This Agreement may be executed in two counterparts, each of which shall be an original, but both of which together shall constitute one and the same Agreement. The signature of any party set forth on a counterpart hereof and transmitted by facsimile to the other party shall be of the same force and effect as if the executing party had delivered a counterpart bearing an original signature.

8. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

9. **Complete Understanding.** This Agreement constitutes the full and complete understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior oral and written and contemporaneous oral understandings and agreements with respect to the subject matter hereof.

10. **Amendment and Waiver.** This Agreement may be amended only by a written instrument signed by each of the parties hereto and no waiver of any provision of this Agreement shall be enforceable against a party unless given in writing. No waiver shall constitute a waiver of any other provision hereof (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by an authorized person as of the date appearing at the top hereof.

Aaron's Automotive Products, Inc.

By: William B. Bell

Name:

Title: VP of Finance

Superior Quality Steel Products, Inc.

By: Key L. Maly

Name:

Title: President

TRADEMARK

EXHIBIT A

ASSETS BEING CONVEYED

All of the following assets of Seller to the extent used in connection with the manufacture and sale of automotive parts washers:

- "Intercont" name and logo
- customer list
- product drawings, diagrams, schematics and specifications
- raw material and work in process listed on Schedule 1 to this Exhibit A
- welder—Milleromatic 250 200/230/4 with gun—quantity 2
- welder—Milleromatic 250 with #2 mig gun—quantity 1
- 7 ft. work tables—quantity 6
- 7 ft. x 6 ft. shelving units—quantity 10
- 6 ft. x 7 ft. storage cabinets—quantity 4

Notwithstanding the foregoing, the Assets being conveyed to Buyer exclude, and Buyer is not acquiring any interest in, any drawings, diagrams, schematics, specifications or related assets that belong to Safety-Kleen Services, Inc., none of which shall be "Assets" for purposes of this Agreement.