

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
Pennzoil-Quaker State Company		09/30/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Auto Expressions, LLC
Street Address:	505 East Euclid Avenue
City:	Compton
State/Country:	CALIFORNIA
Postal Code:	90224
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS

PROPERTY NUMBERS Total: 55

Property Type	Number	Word Mark
Serial Number:	78294268	AUTO EXPRESSIONS
Serial Number:	77446666	AE
Serial Number:	77463230	AE
Serial Number:	75147952	MEDO
Serial Number:	77108332	MEDO
Serial Number:	73484516	MEDO
Serial Number:	75067932	AXIUS
Serial Number:	73802020	OZIUM
Serial Number:	78851106	ACRYLAMB
Serial Number:	78423592	ACTION GRIP
Serial Number:	78415685	BASIX
Serial Number:	78308090	BIOHAZARD
Serial Number:	73681329	CAN.O SCENT
Serial Number:	73256413	

OP \$1390.00 78294268

Serial Number:	78946279	CAR COLOGNE
Serial Number:	78376525	CAR IN A BAG
Serial Number:	74430801	CLIP FRESH
Serial Number:	78245252	
Serial Number:	78423572	ERGO GRIP
Serial Number:	78703021	
Serial Number:	74316325	ILLUSIONS
Serial Number:	77691439	INSPIRED BY NATURE
Serial Number:	77683964	INSPIRED BY NATURE
Serial Number:	74274390	INSTA-CLING
Serial Number:	78342547	IT'S ALL FRESH
Serial Number:	74325167	
Serial Number:	77634061	LEAF SCENTS
Serial Number:	74058214	MAGIC SHADE
Serial Number:	73282754	MAKE SCENTS
Serial Number:	74719871	MOUNTAIN MEDLEY
Serial Number:	74652916	MOUNTAIN PINE
Serial Number:	74234288	ODOR GUN
Serial Number:	76121238	ODOR OUT
Serial Number:	74646734	OUTDOOR BREEZE
Serial Number:	78415675	SAFE-ADJUST
Serial Number:	77596849	SAFETY FIT
Serial Number:	78507527	SNUG COVER
Serial Number:	78423594	STEP ON IT
Serial Number:	78415678	SUNCUTTERS
Serial Number:	74058210	SUN-SPOT
Serial Number:	74468142	SUPER STONE
Serial Number:	75378111	SWIRLING SCENTS
Serial Number:	78727988	THAT NEW CAR SMELL
Serial Number:	78205165	TIDY MITTS
Serial Number:	75534379	TROPICAL SHOWER
Serial Number:	78423586	ULTRA GEL
Serial Number:	74325168	ULTRA NORSE
Serial Number:	74325241	ULTRA NORSE
Serial Number:	75808536	UNDER THE SEAT

Serial Number:	77014085	URBAN EDGE
Serial Number:	74651267	VANILLA BLOSSOM
Serial Number:	78301080	VENOM
Serial Number:	73461931	VENT FRESH
Serial Number:	78800899	X LINE
Serial Number:	78851126	YOUR CAR. YOUR AIR. YOUR CHOICE.

CORRESPONDENCE DATA

Fax Number: (513)241-6234
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 513-241-2324
Email: tremaklus@whepatent.com
Correspondent Name: Theodore R. Remaklus
Address Line 1: 441 Vine Street
Address Line 2: 2700 Carew Tower
Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	AUEX-02 / 122
NAME OF SUBMITTER:	Theodore R. Remaklus
Signature:	/theodore r remaklus/
Date:	10/27/2010

Total Attachments: 6
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of September 30, 2010 ("Effective Date") by and between **Pennzoil-Quaker State Company**, a Delaware corporation, with an office at 700 Milam, Houston, Texas 77002, USA ("Assignor"), and **Auto Expressions, LLC**, an Illinois limited liability company, with an office at 505 East Euclid Avenue, Compton, California 90224, USA ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations and applications set forth on Schedule A attached hereto, and the foreign trademark registrations and applications set forth on Schedule B attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

WHEREAS, Assignee is a successor to that part of Assignor's business to which the Marks pertain, and that business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, 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 had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation),

requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any other country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

Schedule A of the Agreement is hereby incorporated herein by reference. Unless the context shall otherwise require, terms used and not defined herein shall have the meanings set forth in Schedule A of the Agreement, and all procedures and other provisions set forth in Schedule A shall govern this Trademark Assignment unless otherwise provided herein.

This Trademark Assignment shall be binding on the heirs, assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of the Assignee.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed by the signature of its duly authorized officer as of the date above first written.



By: B. F. Evans
Name: B. F. Evans
Title: VP. CR. OPS.


Acknowledged and Accepted:

By: Robert A. Brocoff
Name: ROBERT A. BROCOFF
Title: PRESIDENT

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Logo	Country	Status	Owner (Assignor)	Application No	Registration No	Classes
AUTO EXPRESSIONS		United States of America	Registered	Pennzoil-Quaker State Company	78/294268	3184364	5, 12, 27
AE		United States of America	Pending	Pennzoil-Quaker State Company	77446666		5, 12, 27
AE (Design)		United States of America	Pending	Pennzoil-Quaker State Company	77463230		5, 12, 27
MEDO		United States of America	Registered	Pennzoil-Quaker State Company	75147952	2140181	5
MEDO & DESIGN LOGO 2		United States of America	Registered	Pennzoil-Quaker State Company	77108332	3323408	5
MEDO AND DESIGN		United States of America	Registered	Pennzoil-Quaker State Company	73484516	1338742	5
AXIUS		United States of America	Registered	Pennzoil-Quaker State Company	75067932	2333450	12, 16
OZIUM		United States of America	Registered	Pennzoil-Quaker State Company	73/802,020	1600287	5
ACRYLAMB		United States of America	Registered	Pennzoil-Quaker State Company	78851106	3239263	12
ACTION GRIP		United States of America	Registered	Pennzoil-Quaker State Company	78423592	2985318	12
BASIX		United States of America	Registered	Pennzoil-Quaker State Company	78415685	2951795	12
BIOHAZARD		United States of America	Registered	Pennzoil-Quaker State Company	78308090	3308093	5
CAN.O SCENT		United States of America	Registered	Pennzoil-Quaker State Company	73681329	1486666	5
CAR AND BOW DESIGN		United States of America	Registered	Pennzoil-Quaker State Company	73256413	1188341	5
CAR COLOGNE		United States of America	Registered	Pennzoil-Quaker State Company	78946279	3421047	5
CAR IN A BAG		United States of America	Registered	Pennzoil-Quaker State Company	78376525	2994577	12
CLIP FRESH		United States of America	Registered	Pennzoil-Quaker State Company	74430801	2324680	5
DRAGON DESIGN		United States of America	Registered	Pennzoil-Quaker State Company	78245252	2891252	12
ERGO GRIP		United States of America	Registered	Pennzoil-Quaker State Company	78423572	3044885	12

Trademark	Logo	Country	Status	Owner (Assignor)	Application No	Registration No	Classes
HIGHWAY IN SUNGLASSES (DESIGN)		United States of America	Registered	Pennzoil-Quaker State Company	78703021	3197758	12
ILLUSIONS		United States of America	Registered	Pennzoil-Quaker State Company	74316325	1820415	5
INSPIRED BY NATURE		United States of America	Pending	Pennzoil-Quaker State Company	77691439		5
INSPIRED BY NATURE		United States of America	Pending	Pennzoil-Quaker State Company	77683964		5
INSTA-CLING AND DESIGN		United States of America	Registered	Pennzoil-Quaker State Company	74/274,390	1762707	12
IT'S ALL FRESH		United States of America	Registered	Pennzoil-Quaker State Company	78342547	2974311	5
LEAF DESIGN		United States of America	Registered	Pennzoil-Quaker State Company	74/325,167	1807010	5
LEAF SCENTS		United States of America	Pending	Pennzoil-Quaker State Company	77634061		5
MAGIC SHADE		United States of America	Registered	Pennzoil-Quaker State Company	74058214	1666630	12
MAKE SCENTS		United States of America	Registered	Pennzoil-Quaker State Company	73/282,754	1206892	5
MOUNTAIN MEDLEY		United States of America	Registered	Pennzoil-Quaker State Company	74/719,871	2042424	5
MOUNTAIN PINE		United States of America	Registered	Pennzoil-Quaker State Company	74/652,916	1956363	
ODOR GUN		United States of America	Registered	Pennzoil-Quaker State Company	74/234,288	1773384	5
ODOR OUT		United States of America	Registered	Pennzoil-Quaker State Company	76121238	2854188	5
OUTDOOR BREEZE		United States of America	Registered	Pennzoil-Quaker State Company	74/646,734	1973707	5
SAFE ADJUST		United States of America	Registered	Pennzoil-Quaker State Company	78415675	3034572	12
SAFETY FIT DESIGN		United States of America	Pending	Pennzoil-Quaker State Company	77596849		12
SNUG COVER		United States of America	Registered	Pennzoil-Quaker State Company	78507527	3209629	12
STEP ON IT		United States of America	Registered	Pennzoil-Quaker State Company	7842594	2985319	27
SUNCUTTERS		United States of America	Registered	Pennzoil-Quaker State Company	78415678	2955098	12
SUN-SPOT		United States of America	Registered	Pennzoil-Quaker State Company	74/058,210	1706555	12, 20
SUPER STONE		United States of America	Registered	Pennzoil-Quaker State Company	74468142	1864512	5

Trademark	Logo	Country	Status	Owner (Assignor)	Application No	Registration No	Classes
SWIRLING SCENTS		United States of America	Registered	Pennzoil-Quaker State Company	75378111	2208891	5
THAT NEW CAR SMELL		United States of America	Registered	Pennzoil-Quaker State Company	78727988	3192271	5
TIDY MITTS		United States of America	Registered	Pennzoil-Quaker State Company	78205165	2925851	21
TROPICAL SHOWER		United States of America	Registered	Pennzoil-Quaker State Company	75/534,379	2363167	
ULTRA GEL		United States of America	Registered	Pennzoil-Quaker State Company	78423586	3086416	
ULTRA NORSK		United States of America	Registered	Pennzoil-Quaker State Company	74/325,168	1778632	5
ULTRA NORSK AND LEAF DESIGN		United States of America	Registered	Pennzoil-Quaker State Company	74/325,241	1794621	5
UNDER THE SEAT		United States of America	Registered	Pennzoil-Quaker State Company	75/808536	2412254	5
URBAN EDGE		United States of America	Registered	Pennzoil-Quaker State Company	77014085	3252788	17
VANILLA BLOSSOM		United States of America	Registered	Pennzoil-Quaker State Company	74/651,267	1954969	5
VENOM		United States of America	Registered	Pennzoil-Quaker State Company	78301080	2950242	5
VENT FRESH		United States of America	Registered	Pennzoil-Quaker State Company	73461931	1311978	5
X LINE		United States of America	Registered	Pennzoil-Quaker State Company	78800899	3455445	12
YOUR CAR. YOUR AIR. YOUR CHOICE.		United States of America	Registered	Pennzoil-Quaker State Company	78851126	3255513	5