

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
Donald L. Small		11/02/2010	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Speedway Motors, Inc.		
Street Address:	P.O. Box 81906		
City:	Lincoln		
State/Country:	NEBRASKA		
Postal Code:	68501		
Entity Type:	CORPORATION: NEBRASKA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2745217	BELL AUTO PARTS	
CORRESPONDENCE DATA			
Fax Number:	(317)637-7561		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(317) 634-3456		
Email:	dsneed@uspatent.com		
Correspondent Name:	Charles J. Meyer		
Address Line 1:	111 Monument Circle, Suite 3700		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	7440-109		
NAME OF SUBMITTER:	Charles J. Meyer		
Signature:	/Charles J. Meyer/		
Date:	11/30/2010		

OP \$40.00 2745217

Total Attachments: 1

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ASSIGNMENT

THIS AGREEMENT is made this November 2, 2010, by and between Donald L. Small, an individual, having a current address of 5675 Honeysuckle Road, Prescott, AZ 86305, formerly of 1611 So. Marengo Ave., Alhambra, California 91803 ("Assignor"), and Speedway Motors, Inc., a Nebraska Corporation ("Assignee", and collectively, the "Parties"), whose business address is P.O. Box 81906, Lincoln, Nebraska 68501.

WHEREAS, Assignor has operated a website and owns registered and common law rights in the mark BELL AUTO PARTS, including U.S. Trademark Registration No. 2,745,217; the domain names bellautoparts.com and bell-autoparts.com; and the goodwill associated therewith (collectively "the Trademark Rights")

WHEREAS, Assignee desires to acquire said Trademark Rights;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN

Be it known that for and in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration said Assignor hereby acknowledges the aforesaid assignment and transfer, and by these presents does assign and transfer unto Assignee the entire right, title and interest in and to the above named Trademark Rights including all U.S. and foreign trademarks, applications and Certificates of Registration, together with the goodwill of the business symbolized by said marks, together with all rights of action, in law or in equity, for any past or future infringement thereof. Assignor agrees to promptly execute and deliver to Assignee or its legal representatives all papers, instruments or affidavits required to carry out and record this transfer and assignment of the Trademark Rights to Assignee.

Said Trademark Rights to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns to the full end of the present or extended term of said trademarks, as fully and entirely as the same would have been held by Assignor if this assignment and contribution had not been made.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and effective as of the 2 day of November 2010.

By: Donald L. Small

Donald L. Small

STATE OF ARIZONA) SS:
COUNTY OF YAVAPAI)

Before me, a Notary Public, in and for said County and State, personally appeared the above-named for Assignor, Donald L. Small, to me personally known, and who executed the foregoing Assignment in my presence and acknowledged the execution thereof as his free and voluntary act and deed for the uses and purposes therein set forth and expressed.

Carlos Marciano
Notary Public

My Commission Expires:

March 14, 2011

