

## 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
Everybody's Oil Corporation		11/18/2012	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	MONRO MUFFLER BRAKE, INC.		
Street Address:	200 HOLLEDER PARKWAY		
City:	ROCHESTER		
State/Country:	NEW YORK		
Postal Code:	14615		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3855813	TIRE BARN	
Registration Number:	3855602	TIRE BARN	
CORRESPONDENCE DATA			
Fax Number:	3056736872		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3056736686		
Email:	richard@4trademark.com		
Correspondent Name:	RICHARD L MORRIS JR ESQ		
Address Line 1:	P.O. BOX 398538		
Address Line 2:	C/O 1-800-4-TRADEMARK		
Address Line 4:	MIAMI BEACH, FLORIDA 33239		
NAME OF SUBMITTER:	RICHARD L Morris Jr Esq		
Signature:	/RMORRIS/		
Date:	05/14/2013		

OP \$65.00 3855813

TRADEMARK

**Total Attachments: 4**

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## SERVICE AND TRADE MARK ASSIGNMENT

This SERVICE and TRADE MARK ASSIGNMENT (this "Assignment"), effective the 18th day of November, 2012, is made and entered into by and among **EVERYBODY'S OIL CORPORATION**, an Indiana corporation with an office at 800 East 19<sup>th</sup> Street, Anderson, Indiana 46016 ("Assignor") and **MONRO MUFFLER BRAKE, INC.**, a New York corporation with an office at 200 Holleder Parkway, Rochester, New York 14615 ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the service and trade marks, as applicable, trade names, domain names and websites identified and set forth on the attached Schedule A, and all goodwill associated therewith (collectively, the "IP");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of October 24, 2012 (the "Purchase Agreement"), whereby Assignor has agreed to sell, transfer, convey, assign and deliver to Assignee certain assets of Assignor, including, the IP; and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title and interest in and to the IP and all goodwill associated with the IP;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor hereby irrevocably sells, conveys, assigns and transfers to Assignee, free and clear of any and all liens and encumbrances, all of Assignor's right, title, and interest in and to the IP, together with the goodwill of the business associated therewith, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under the laws of the United States for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and 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 rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages, recover lost profits, or receive injunctive relief in connection therewith, and all rights corresponding thereto worldwide. All costs and fees in connection with recording this Assignment shall be at the sole expense of the Assignee.


2. If necessary, Assignor shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as reasonably necessary to effectuate the purposes of this Assignment.

3. This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State.

IN WITNESS WHEREOF, Assignor and Assignee have caused their duly authorized representatives to execute this Service and Trade Mark Assignment as of the date first above written.

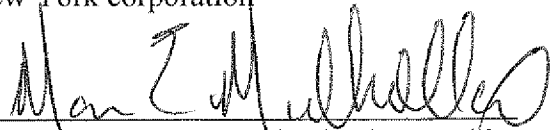
**ASSIGNOR:**

EVERYBODY'S OIL CORPORATION,  
an Indiana corporation

By:   
Christopher A. Jones, President

**ASSIGNEE:**

MONRO MUFFLER BRAKE, INC.,  
a New York corporation

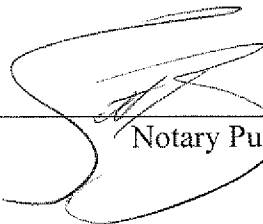
By:   
Maureen E. Mulholland, Vice President,  
General Counsel and Assistant Secretary

STATE OF INDIANA  
COUNTY OF Allen SS.:

On the 19 day of November, 2012, before me, personally appeared Christopher A. Jones, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.




SCOTT C. BURNS, Notary Public  
Allen County, State of Indiana  
My Commission Expires September 3, 2016

  
\_\_\_\_\_  
Notary Public

STATE OF NEW YORK  
COUNTY OF MONROE SS.:

On the 16<sup>th</sup> day of November, 2012, before me, personally appeared Maureen E. Mulholland, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public  
MINDI S. COLLOM  
Notary Public, State of New York  
Monroe County  
Reg. No. 01CO6065971  
Commission Expires 11/5/2013

**SCHEDULE A TO SERVICE AND TRADE MARK ASSIGNMENT**

<b>IP</b>	<b>Jurisdiction</b>	<b>Reg. No.</b>	<b>Registered (filed)</b>	<b>Owner (s)</b>	<b>Status</b>
Tire Barn	U.S. Federal	3,855,813	10/6/2009	Everybody's Oil Corporation	Registered
Tire Barn	U.S. Federal	3,855,602	8/7/2009	Everybody's Oil Corporation	Registered
Tire Barn-Trade Name	Indiana, Illinois and Kentucky			Everybody's Oil Corporation	
Tire Barn Warehouse-Trade Name	Indiana, Illinois and Kentucky			Everybody's Oil Corporation	

\*www.tirebarn.com – domain name and related website