

MRD 9-8-98

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

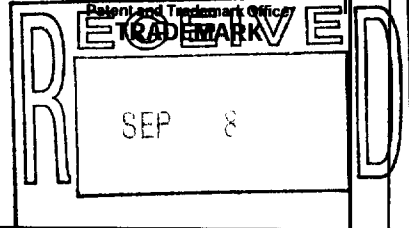
09-14-1998



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. Department of Commerce

Patent and Trademark Office



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership
- Corporation Association

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Other

Citizenship/State of Incorporation/Organization

09/10/1998 TTON11 00000195 2026204

FOR OFFICE USE ONLY

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40.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1786 FRAME: 0177

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Laura P. Washburn

Address (line 1)

Bradley Arant Rose & White, LLP

Address (line 2)

2001 Park Place

Address (line 3)

Suite 1400

Address (line 4)

Birmingham, AL 35203-2736

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Laura P. Washburn

Name of Person Signing

Laura P. Washburn

Signature

8/31/98

Date Signed

STATE OF GEORGIA)
 :
COUNTY OF FULTON)

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that pursuant to that certain Asset Purchase Agreement between Tuneco, Inc., a Georgia corporation ("Seller") and Express Oil Change, L.L.C., a Delaware limited liability company ("Buyer"), made as of the 19th day of March, 1998 (the "Agreement"), Seller, for valuable consideration paid to it by Buyer, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, convey, transfer, assign, set over and deliver to Buyer, all of the following described assets (personal, tangible and intangible) relating to those oil change centers purchased by Buyer and listed on Exhibit "A" hereto and owned or leased by Seller as of the Closing Date (the "Express Oil Centers"):

a. tangible personal property, including all machinery, equipment, inventories, inventories on order, manufactured and purchased parts, goods in process and finished goods, furniture, automobiles, trucks, tractors, trailers, tools, jigs and dies located at each of the Express Oil Centers owned or leased by the Seller (the "Personal Property");

b. intellectual property, including the exclusive ownership of and right to use the name "Tune-Up Clinic" and all derivations thereof and all tradenames, trademarks, service marks, copyrights and applications thereof, including, without limitation, those described in Exhibit "B" hereto, goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the laws of all jurisdictions;

c. all rights, title and interests of Seller under the leases described in Exhibit "C" hereto (the "Leases");

d. all interests of Seller under the Acquired Contracts (as defined in the Asset Purchase Agreement) and relating to the Express Oil Centers;

e. franchises, approvals, permits, licenses, orders, registrations, certificates, variances, and similar rights obtained from governments and governmental agencies, to the extent that Seller is permitted under the terms thereof to transfer such items; and

f. all plats, architectural plans, surveys, drawings and specifications for the Express Oil Centers, and all creative materials, advertising and promotional materials.

Provided, however, that none of the Excluded Assets (as defined in the Agreement) are being conveyed to the Buyer pursuant to this Bill of Sale.

TO HAVE AND TO HOLD the same unto Buyer, its successors and assigns, forever.

Unless otherwise indicated, capitalized terms used but not defined herein shall have the respective the respective meanings ascribed to them in the Agreement. This Bill of Sale shall be subject to the terms and conditions of the Agreement. In the event of any conflict or inconsistency between the terms of this Bill of Sale and the Agreement, the terms of the Agreement shall govern.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed on its behalf by its duly authorized officers as of the 7 day of May, 1998.

TUNECO, INC.

By: William C. Schroeder
Its: President

STATE OF GEORGIA)
 :
COUNTY OF FULTON)

I, the undersigned, a notary public in and for said county in said state, hereby certify that William C. Schroeder, whose name as President of Tuneco, Inc., a Georgia corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 7 day of May, 1998.

Carol Durrance

[NOTARIAL SEAL]

My commission expires _____

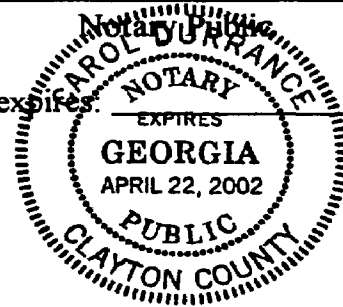


EXHIBIT A
EXPRESS OIL CENTERS

1. Center 12
102 E. Altamonte Drive
Altamonte Springs, FL 32701
2. Center 16
6020 South Orange Blossom
Orlando, FL 32806
3. Corporate Offices
4095 Nine McFarland Drive
Alpharetta, GA 30004
4. Center 13
948 North Semoran Blvd.
Orlando, FL 32807
5. Center 20
3001 West Colonial Drive
Orlando, FL 32807
6. Center 21
6611 Highway 85
Riverdale, GA

EXHIBIT B
INTELLECTUAL PROPERTY

1. "Tune-Up Clinic"
Type of Registration: Service Mark, Principal Register
Federal Registration No. 1,159,428
Registered to: Tune-Up Clinic, Inc., a Georgia corporation
Date: June 30, 1981

2. "Your Full-Service Neighborhood Mechanic"
Type of Registration: Service Mark, Supplemental Register
Federal Registration No. 2,026,204
Registered to: Tuneco, Inc.
Date: December 24, 1996

Type of Registration: Service Mark
Georgia Registration No. S-15570
Registered to: Tuneco, Inc.
Date: March 21, 1996

3. "America's Favorite Tune"
Type of Registration: Service Mark
Georgia Registration No. S8,977
Registered to: Tuneco, Inc.
Date: February 28, 1989

4. "Engine Tune-Up While You Watch"
Type of Registration: Service Mark
Georgia Registration No. S8,978
Registered to: Tuneco, Inc.
Date: February 28, 1989

EXHIBIT C
REAL PROPERTY LEASES

1. Corporate Offices
Lessor: R. T. Harris
Lessee: Tuneco, Inc.
Dated: November 20, 1997
4095 Nine McFarland Drive
Alpharetta, Georgia 30004

2. Center 13
Lessor: BML Investments, A Florida General Partnership
Lessee: Tuneco, Inc.
Dated: February 18, 1997
948 North Semoran Blvd.
Orlando, Florida 32807

3. Center 20
Lessor: Robert C. Wetenhall & Kensington Garden Builders, Inc.
Lessee: Tune-Up Clinic Development Corporation
Dated: February 2, 1987
3001 West Colonial Drive
Orlando, Florida 32807

4. Center 21
Lessor: Michael D. and Linda H. Morris
Lessee: Tuneco, Inc.
Dated: October 31, 1988; August 31, 1990
6611 Highway 85
Riverdale, Georgia