

02-25-1999



100975406

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

Submission Type

New 2-22-99

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

Merger

Change of Name

Other

Effective Date  
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

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  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.)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

02/24/1999 DNGUYEN 00000097 2032675

FOR OFFICE USE ONLY

Refund Ref:  
02/24/1999 DNGUYEN 0000077575

01 FC:481 40.00 OP  
02 FC:482 125.00 OP

CHECK Refund Total: \$75.00

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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: 1860 FRAME: 0658

**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

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**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)**

**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: #

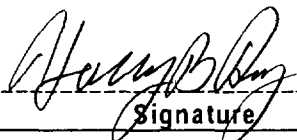
Authorization to charge additional fees: Yes  No

**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.

Harry B. Ray, Esq.

Name of Person Signing

  
Signature

February 18, 1999  
Date Signed

**REASSIGNMENT AGREEMENT**

THIS AGREEMENT made effective as of the 15th day of December, 1998, by and between THE CIT GROUP/BUSINESS CREDIT, INC. (the "Assignor"), a New York corporation, with its principal place of business located at Suite 200, 5420 LBJ Freeway, Dallas, Texas, 75240 and HI-LO AUTO SUPPLY, LP (the "Assignee"), a Texas limited partnership with its principal place of business located at 233 South Patterson, Springfield, Missouri, 65801;

**WITNESSETH:**

THAT WHEREAS, the Assignor received an assignment from the Assignee as a security interest in those certain trademarks and service marks identified in Exhibit A, attached to and made a part of this Agreement (the "Marks"), such security interest securing certain indebtedness which was owed by Assignee to Assignor; and

WHEREAS, such indebtedness has been paid in full, such security interest has been terminated and the parties desire to further evidence the termination of such security interest through the reassignment of Assignor's interest in the Marks to Assignee through the execution of this instrument;

NOW, THEREFORE, in consideration of the above-stated premises and the mutually binding covenants set forth below, the parties agree as follows:

1. Assignment. In consideration of and in exchange for the sum of Ten Dollars (\$10.00) the legal sufficiency and receipt of which are hereby acknowledged, Assignor hereby sells, assigns, alienates, and transfers to Assignee all its rights, title and interest in and to the Marks, together with all good will of the business symbolized by the Marks and any and all rights to damages or profits due or accrued arising out of any infringement of the Marks, including, without limitation, the right to sue or recover for same in its own name.

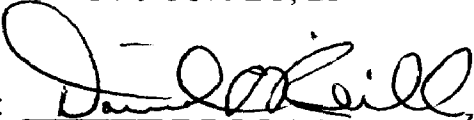
2. Termination of Security Interest. This Assignment shall further evidence that the security interest Assignor formerly held in the Marks and in any good will associated with the Marks has been terminated and is no longer of any force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers.

THE CIT GROUP/BUSINESS CREDIT, INC.

By:  VP  
Title

HI-LO AUTO SUPPLY, LP

By:   
(David O'Reilly) President

**EXHIBIT A**

**REGISTERED TRADEMARKS AND SERVICE MARKS**

**REGISTERED TRADEMARKS**

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
<b>HI-LO AUTO SUPPLY &amp; Design</b>	1,754,985	March 2, 1993
<b>HI-LO &amp; Design</b>	1,832,546	April 26, 1994
<b>SMOOTHSTOP</b>	1,765,770	April 20, 1993
<b>SMOOTHSTOP PLUS &amp; Design</b>	1,898,837	June 13, 1995

**REGISTERED SERVICE MARKS**

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
<b>FIRST CALL</b>	2,032,675	January 21, 1997
<b>HI-LO</b>	961,122	June 12, 1973

**REGISTERED SERVICE MARKS WITH STATE OF TEXAS**

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
<b>HI LO</b>	44,020	July 11, 1994
<b>HI LO AUTO SUPPLY</b>	44,021	July 11, 1994
<b>FIRST CALL</b>	55,454	March 11, 1996

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