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03-27-2001

FORM PTO-1594
1-31-92



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U.S. DEPARTMENT OF COMMERCE
Patents and Trademark Office

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To the Honorable Commission

attached original documents or copy thereof.



1. Name of conveying party(ies):
Spectrum Acquisitions, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Tennessee
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: Range I Acquisition Corporation
c/o FCP Investors V, L.P.
Internal Address: _____
Street Address: N. Ashley Drive, Suite 500
City Tampa State FL ZIP 33602

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designation must be a separate document from Assignments)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: 3-19-01

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: May 11, 2000

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____
 B. Trademark registration No.(s) 1,779,990

Additional numbers attached? Yes No

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Peter D. Murray, Esq.
Cooper & Dunham LLP
Internal Address: _____

 Street Address: 1185 Avenue of the Americas
 City: New York State: NY ZIP 10036

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 03-3125
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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9. 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.

Peter D. Murray *Peter D. Murray* 3/14/01
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 1

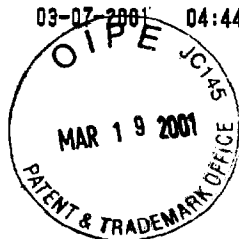
OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503



ASSIGNMENT OF INTELLECTUAL PROPERTY

SPECTRUM ACQUISITIONS, INC., a Tennessee corporation ("Assignor"), is the owner of certain federally registered and common law trademarks and servicemarks (as well as certain tradenames) and certain copyrightable and copyrighted works, and further is the owner of a multitude of trade secrets and know-how associated with its business, some but not all of which assets are set forth on Schedule I hereto.

RANGE I ACQUISITION CORPORATION, a Delaware corporation, having its principal place of business c/o FCP Investors V, L.P., 601 N. Ashley Drive, Suite 500, Tampa, FL 33602 (the "Assignee"), is desirous of acquiring, and the Assignor is desirous of transferring and assigning to the Assignee, all of the Assignor's rights, title and interest in and to the Intellectual Property (as defined below), together with any and all goodwill that is associated therewith.

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

1. The Assignor hereby assigns to the Assignee all of its worldwide rights, title and interest in and to the registered and common law trademarks, servicemarks and tradenames (collectively, the "Trademark Rights"), together with all of the goodwill of the business associated with the use of and symbolized by the Trademark Rights, in all countries of the world; and together with all claims that could have been asserted by the Assignor for damages by reason of past infringement by third parties of any of the Trademark Rights prior to the date hereof, with the same right to sue for, and collect the same for the Assignee's own use and benefit and for the use and benefit of its successors, assigns and/or its other legal representatives. The Assignor hereby agrees to execute such instruments as Assignee reasonably deems necessary or desirable to vest in the Assignee sole ownership and all exclusive rights, title and interest in and to the Trademark Rights set forth on Schedule I hereto and to enable the Assignee to record such assignment of rights in any and all countries around the world.

2. The Assignor hereby assigns to the Assignee all of its worldwide rights, title and interest in and to any copyrightable works, and copyrighted works (excluding any of its rights, title and interest in and to generally available computer programming and related software not assignable in accordance with its terms), whether registered or not (collectively, the "Copyright Rights"), together with all claims that could have been asserted by the Assignor for damages by reason of past infringement by third parties of any Copyright Rights prior to the date hereof, with the same right to sue for, and collect the same for the Assignee's own use and benefit and for the use and benefit of its successors, assigns and/or its other legal representatives. The Assignor hereby agrees to execute such instruments as the Assignee reasonably deems necessary or desirable to vest in the Assignee sole ownership and all exclusive rights, title and interest in and to the

Copyright Rights and to enable the Assignee to record such assignment of rights in any and all countries around the world.

3. The Assignor hereby assigns to the Assignee all rights, title and interest in and to its trade secrets, confidential business information and know-how used in the engineering, manufacturing, sale and service of any and all of its products (collectively, the "Trade Secret Rights"). The Trade Secret Rights include, but are not limited to, all trade secrets, confidential business information and know-how associated with the Assignor's business of compounding, blending, packaging, marketing, selling and distributing specialty lubricants, including, without limitation, two-cycle oil, bar and chain oil, small engine four-cycle oil, hydraulic fluid, as well as niche products including windshield washer fluid, power steering fluid, antifreeze, motor oil and automatic transmission fluid. The Trade Secret Rights are not separately set forth on Schedule I hereto.

4. The Assignor warrants that it is the lawful owner of all rights, title and interest in and to the Trademark Rights, Copyright Rights and Trade Secret Rights (collectively, the "Intellectual Property"), and that all of the Intellectual Property is and remains unencumbered, that no licenses have been granted on such property and that the Assignor has the full right to make this Assignment.

5. The Assignor will communicate through its directors, officers and/or employees to the Assignee, or the Assignee's representatives or assigns, any facts known to the Assignor relating to the Intellectual Property, and will, upon request, but without expense to the Assignor, testify in any legal proceedings, sign all lawful papers, execute any declarations and/or extension applications, make all rightful oaths, execute any other forms of assignment for recordation of any and all facets of the same in any country and generally do all other and further lawful acts deemed reasonably necessary or expedient by the Assignee or by counsel for the Assignee, to assist and/or to enable the Assignee to obtain and enforce the full benefits of the Intellectual Property and the interests assigned therewith. The Assignment will inure to the benefit of the successors, assigns and any other legal representatives of the Assignee.

6. This Assignment shall be governed by and construed and interpreted in accordance with the laws of the State of Tennessee, except to the extent that state law is preempted by appropriate federal law.

7. The Assignor hereby grants to the law offices of O'Sullivan Graev & Karabell, LLP, of New York City, New York, U.S.A., and its agents, the authority and power to insert on this instrument any further identification which may be necessary or desirable for purposes of recordation before the trademark and/or copyright offices of any country in the world.

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment of Intellectual Property as of the 11th day of May, 2000.

SPECTRUM DISTRIBUTION SERVICES, INC.

By: Billy N. Brown
Name: Billy N. Brown
Title: President

STATE OF NEW YORK)
)ss.:
COUNTY OF NEW YORK)

On the day of May, 2000, before me personally came Billy N. Brown, who stated that he is the President of SPECTRUM DISTRIBUTION SERVICES, INC., a Tennessee corporation, and acknowledged that he executed the above instrument as the act of SPECTRUM DISTRIBUTION SERVICES, INC. for the purpose therein set forth.

[Signature]
NOTARY PUBLIC

My commission expires:

NICOLE L. FENTON
NOTARY PUBLIC, State of New York
No. 02725089334
Qualified in New York County
Commission Expires Dec. 8, 1998

NICOLE L. FENTON
NOTARY PUBLIC, State of New York
No. 02725089334
Qualified in New York County
Commission Expires Dec. 8, 2001

Schedule I

1. Trademarks:

"SAVE-A-CHAIN"; Registration Number 1,779,990.

2. Tradenames:

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