



101782364

To the Honorable Commissioner of Patent

to record the attached original documents or copy thereof.

1. Name of conveying party(ies): 7-1301
Marietta Auto Warehouse, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: _____

2. Name and address of receiving party(ies)

Name: Parts Depot, Inc.
 Internal Address: Parkside Plaza
 Street Address: 2177 Dale Avenue, S.E.
 City: Roanoke State: VA Zip: 24013

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

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,814,707

Additional number(s) attached Yes No

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

Name: Susan L. Mizer

Internal Address: _____

Street Address: Arter & Hadden LLP
1100 Huntington Building, 925 Euclid Ave.

City: Cleveland State: OH Zip: 44115

6. Total number of applications and registrations involved: _____

1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0903 (44496/11405)

(Attach duplicate copy of this page if paying by deposit account)

07/18/2001 LHMELLER 00000154 500903 1814707
 01 FC:481 40.00 CH

DO NOT USE THIS SPACE

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.

Susan L. Mizer, Reg.# 38,245

Name of Person Signing

[Signature]
 Signature

7/10/01
 Date

Atty Docket: 44496/11405

Total number of pages including cover sheet, attachments, and document: 4

ASSIGNMENT

WHEREAS, MARIETTA AUTOMOTIVE WAREHOUSE, INC. ("Marietta Automotive Warehouse"), an Ohio corporation having its principal offices at 523 6th Street, Marietta, Ohio 45750 has adopted, used, is using and is the owner of the trademarks, service marks, trade names, symbols and slogans (collectively, the "Trademarks") attached hereto as Exhibit A.

WHEREAS, PARTS DEPOT, INC. ("Parts Depot"), a Florida corporation having its principal offices at Parkside Plaza, 2177 Dale Avenue, S.E., Roanoke, Virginia 24013, is acquiring said registered Trademarks pursuant to the terms of that certain Asset Purchase Agreement dated May 15, 2001 and amended June 4, 2001, among Parts Depot, Inc., and Marietta Automotive Warehouse, Inc., Marietta Ignition, Inc. and Automotive Paint Works, Inc.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt of which is hereby acknowledged, Marietta Automotive Warehouse hereby assigns to Parts Depot all right, title and interest in the United States in and to said Trademarks and said registrations therefor, together with the goodwill of the business symbolized by said Trademarks and the registrations thereof, and all causes of action, claims, and demands or other rights for or arising from any infringement, including past infringements of the Trademarks.

Marietta Automotive Warehouse will, at any time and from time to time, upon request of Parts Depot and at Parts Depot's expense, do, execute, acknowledge, and deliver all such further acts and deeds, assignments, instruments of transfer or conveyance, registrations for assignments, powers of attorney and assurances as may be required for the assigning, assuring, and confirming to Parts Depot, or to its successors and assigns, or for aiding and assisting in collecting and reducing to possession, any or all of the Trademarks intended to be assigned under this Assignment.

This Assignment will be binding upon the successors, assigns, nominees, or other legal representatives of Marietta Automotive Warehouse.

Executed, this 3rd day of July, 2001.

MARIETTA AUTOMOTIVE WAREHOUSE, INC.

By: Joseph H. Wesel

Name: Joseph H. Wesel

Title: Chairman of the Board and C.E.O.

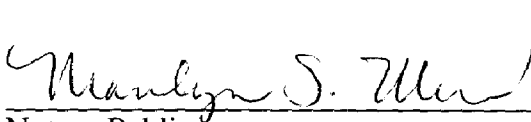
STATE OF OHIO

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COUNTY OF WASHINGTON

Before me, a Notary Public, in and for Washington County, personally appeared the above-named Joseph H. Wesel, Chairman of the Board and C.E.O. of Marietta Automotive Warehouse, Inc., an Ohio corporation, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said corporation, and his free act and deed personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my name and affixed my official seal on this 3rd day of July, 2001.



Notary Public



MARILYN S. WESEL
Notary Public, State of Ohio
My Commission does not expire 147.030 R.C.

EXHIBIT A

<u>Trademarks</u>	<u>Registration Nos.</u>	<u>Dates of Registration</u>	<u>State of Registration</u>
TOPTTEST	1,814,707	January 4, 1994	United States
TOPTTEST	1005064	March 7, 1991	West Virginia
TOPTTEST	TM13,432	March 5, 1991	Ohio
TOPTTEST	SM67,163	March 5, 1991	Ohio
TOPTTEST	9,639	March 8, 1991	Kentucky
TOPTTEST	9,638	March 8, 1991	Kentucky