

03-01-2002



Tab settings: 0 0 0

To the Honorable Commissioner of Pa

101998097

ed original documents or copy thereof.

1. Name of conveying party(ies):

John A. Peveto

2/12/02

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

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

2. Name and address of receiving party(ies):

Name: Peveto Companies, Ltd.

Internal Address:

Street Address: 320 E. Nakoma

City San Antonio State TX ZIP 78216

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership Texas
- Corporation-State
- 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 Assignment)

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: December 26, 2001

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,220,314  
1,481,912  
1,501,003  
1,501,939  
1,467,225

Additional numbers attached?  Yes  No

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

Name: Ted D. Lee

Internal Address: Gunn, Lee & Hanor

Street Address: 700 N. St. Mary's Street  
Suite 1500

City: San Antonio State: TX ZIP 78205

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41): \$ 140.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

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.

Ted D. Lee

Name of Person Signing

Signature

4/15/02

Date

Total number of pages comprising cover sheet:

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

Do not detach this portion

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

03/01/2002 LMUELLER 00000014 1220314

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

01 FC:481  
02 FC:482

40.00 OP  
100.00 OP

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

TRADEMARK

REEL: 002451 FRAME: 0359

ASSIGNMENT

WHEREAS, I, John A. Peveto (Assignor), a citizen of the United States, am the owner of the following trademark registrations:

MARK	REGISTRATION NO.	GOODS/SERVICES
BRAKE CHECK & Design	1,220,314	Servicing and installation of parts on automobile and truck undercarriages; specifically, hydraulic brake parts, brake linings, brake pads, front end parts, universal joints, tire balancing, shock absorbers, struts, grease seals, oil seals and bearings
BRAKE CHECK	1,481,912	Servicing and installation of parts on automobile and truck undercarriages; specifically, hydraulic brake parts, brake linings, brake pads, front end parts, universal joints, tire balancing, shock absorbers, struts, grease seals, oil seals, bearings, rack and pinions, coil springs, and front wheel drive parts
BRAKE CHECK	1,501,003	Pocket knives; Fender covers; Drinking cups; Jackets, caps, and T-shirts
BRAKE CHECK & Design	1,501,939	Pocket knives; Fender covers; Jackets, caps, and T-shirts
BMI & Design	1,467,225	Automobile disc pads, brake shoes, and rebuilt master cylinders

WHEREAS, Peveto Companies, Ltd. (Assignee), a Texas Limited Partnership, is desirous of obtaining the entire right, title and interest in, to and under the same trademarks, together with the goodwill associated therewith, including the right to sue for and recover for prior acts of infringement.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) to the said ASSIGNOR in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the said ASSIGNOR do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said trademark(s), and the said United States application(s) and all trademarks of the United States which may be granted thereon, and all renewals or reissues thereof; and all applications for trademarks which may hereafter be filed for said mark in any country or countries foreign to the United States, except Mexico, together with the right to file such applications and the right to claim for the same the

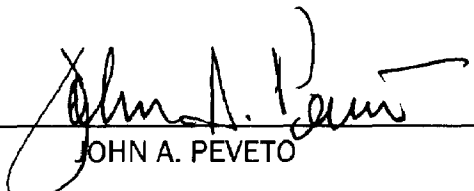
said trademark(s), and the said United States application(s) and all trademarks of the United States which may be granted thereon, and all renewals or reissues thereof; and all applications for trademarks which may hereafter be filed for said mark in any country or countries foreign to the United States, except Mexico, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Trademark Laws of the United States or any international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; together with the goodwill of the business symbolized by the trademark(s) and said applications to register said trademark(s); and any and all causes of action thereto that may have heretofore accrued in ASSIGNOR'S favor, including the right to sue for and recover for prior acts of infringement. Specifically excluded are any rights to the marks in Mexico.

AND I HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, except Mexico, whose duty it is to issue trademarks, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND I HEREBY covenant that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith.

AND I HEREBY further covenant and agree that I will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me respecting said mark, and testify in any legal proceeding, sign all lawful papers, execute all divisions, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper trademark protection for said mark in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 26 day of December, 2001.

  
\_\_\_\_\_  
JOHN A. PEVETO

STATE OF TEXAS

§  
§  
§

COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared JOHN A PEVETO, known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his free act and deed.

GIVEN under my hand and seal of office this 26 day of December, 2001

Shirley A. Becker  
Notary Public, State of Texas

Shirley A. Becker  
Printed Name of Notary

Commission Expires 2-24-2005

