

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Direct Marketing, Inc.		06/17/2005	CORPORATION:
RECEIVING PARTY DATA			
Name:	Dura Lube, LLC		
Street Address:	1177 Olentangy River Road		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43212		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2110949	POWER FOAM	
CORRESPONDENCE DATA			
Fax Number:	(614)227-2100		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6142272000		
Email:	rmorgan@porterwright.com		
Correspondent Name:	Robert J. Morgan		
Address Line 1:	41 S. High St.		
Address Line 4:	Columbus, OHIO 43215		
NAME OF SUBMITTER:	Robert J. Morgan		
Signature:	/Robert J. Morgan/		
Date:	07/18/2005		

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Total Attachments: 6
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Assignment"), effective as of June 17, 2005 is by and between AMERICAN DIRECT MARKETING, INC. ("Assignor") and DURA LUBE, LLC, located at 1177 Olentangy River Rd., Columbus, OH 43212 ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in, to and under the titles listed on the attached Schedule of Trademarks (the "Marks"), including all trademark rights therefor and all applications and registrations therefor;

WHEREAS, pursuant to the Asset Purchase Agreement dated April 18, 2005 and the First Amendment to Asset Purchase Agreement dated June 8, 2005 (the "Purchase Agreement"), among Assignee and THE MEDIA GROUP INC., Assignor, INTERNATIONAL MEDIA, INC., HERMAN S. HOWARD, DURA-LUBE CORPORATION, FUSION DISTRIBUTORS, LLC, and HIGH REV PRODUCTS, LLC, Assignor has agreed to sell, transfer, assign and deliver to INTO GREAT COMPANIES, INC. and INTO GREAT COMPANIES, INC. has agreed to purchase, acquire and accept from the Assignor, for the consideration and upon the terms and conditions set forth in the Purchase Agreement, all of the Assignor's right, title and interest in, to and under the Marks (the "Rights"), and INTO GREAT COMPANIES, INC. has assigned the Rights to Assignee; and

WHEREAS, Assignee wishes to purchase, acquire and accept from the Assignor, and Assignor wishes to sell, transfer, assign and deliver to the Assignee, all of Assignor's right, title and interest in, to and under the Marks, including any rights Assignor may have acquired by assignment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Purchase Agreement, the parties hereto hereby agree as follows:

1. Assignor hereby sells, transfers, assigns, and delivers to the Assignee all of Assignor's right, title, and interest in, to and under the Marks, together with the goodwill associated therewith; including all applications and registrations therefor. Assignor further sells, transfers, assigns, and delivers to Assignee any and all causes of action arising under the rights assigned hereunder that may have arisen prior to the date that this Assignment was executed. Assignor further sells, transfers, assigns, and delivers to Assignee all proceeds to infringement suits, the right to sue for past, present and future infringements, and all rights corresponding thereto throughout the world for all of the rights herein assigned.

TRADEMARK ASSIGNMENT – AMERICAN DIRECT MARKETING, INC.

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REEL: 003123 FRAME: 0056**

2. Assignor agrees to execute and deliver at a future date any additional documents that Assignee reasonably determines are required under federal or state law, to perfect Assignee's ownership of any intellectual property rights in the Marks. Assignor will not file any applications for trademark registration in the U.S. Patent and Trademark Office or its foreign counterparts for the Marks.
3. In the event of any conflict between this document and the Asset Purchase Agreement, the Asset Purchase Agreement shall govern.
4. Assignee, in its sole discretion, may assign this Agreement at any time without the approval of Assignor.

IN WITNESS WHEREOF, the Assignor has duly executed this Trademark Assignment as of the date first written above.

Assignor
AMERICAN DIRECT MARKETING, INC.

By: _____
Herman S. Howard, President

STATE OF CONNECTICUT)
) ss: New Haven
COUNTY OF NEW HAVEN)

On this the ___th day of June, 2005, before me, Nancy Bohan Kinsella, the undersigned officer, personally appeared Herman S. Howard, who acknowledged himself to be the officer of the entity depicted above, and that he, as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the entity by himself as Herman S. Howard.

In witness whereof I hereunto set my hand.

Commissioner of the Superior Court

Assignee
DURA LUBE, LLC

By: _____
Alan T. Rudy, Manager

STATE OF OHIO)
) ss:
COUNTY OF FRANKLIN)

before me the undersigned, a Notary Public, personally appeared Alan T. Rudy, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument, executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument for the purposes therein contained.

WITNESS my hand and official seal.

Melanie Martin-Jones
Notary Public
Date 6-17-05



(SEAL) MELANIE R. MARTIN-JONES
My commission expires Notary Public
State of Ohio
My Commission Expires NA

Schedule of Trademarks

Mark	Country	Owner	App. No. (Filing Date)	Reg. No. (Reg. Date)
POWER FOAM	USA	AMERICAN DIRECT MARKETING, INC		2110949 Nov 4, 1997

All common law trademarks and service marks related to the Dura Lube business.

**TRADEMARK ASSIGNMENT – AMERICAN DIRECT MARKETING, INC.
Schedule of Trademarks**

**TRADEMARK
REEL: 003123 FRAME: 0058**

TRADEMARK ASSIGNMENT AGREEMENT

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WHEREAS, Assignor is the owner of all right, title and interest in, to and under the titles listed on the attached Schedule of Trademarks (the "Marks"), including all trademark rights therefor and all applications and registrations therefor;

WHEREAS, pursuant to the Asset Purchase Agreement dated April 18, 2005 and the First Amendment to Asset Purchase Agreement dated June 8, 2005 (the "Purchase Agreement"), among Assignee and THE MEDIA GROUP INC., Assignor, INTERNATIONAL MEDIA, INC., HERMAN S. HOWARD, DURA-LUBE CORPORATION, FUSION DISTRIBUTORS, LLC, and HIGH REV PRODUCTS, LLC, Assignor has agreed to sell, transfer, assign and deliver to INTO GREAT COMPANIES, INC. and INTO GREAT COMPANIES, INC. has agreed to purchase, acquire and accept from the Assignor, for the consideration and upon the terms and conditions set forth in the Purchase Agreement, all of the Assignor's right, title and interest in, to and under the Marks (the "Rights"), and INTO GREAT COMPANIES, INC. has assigned the Rights to Assignee; and

WHEREAS, Assignee wishes to purchase, acquire and accept from the Assignor, and Assignor wishes to sell, transfer, assign and deliver to the Assignee, all of Assignor's right, title and interest in, to and under the Marks, including any rights Assignor may have acquired by assignment.

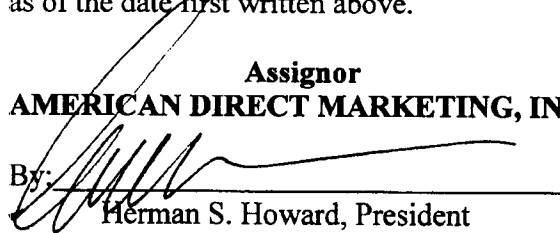
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Purchase Agreement, the parties hereto hereby agree as follows:

1. Assignor hereby sells, transfers, assigns, and delivers to the Assignee all of Assignor's right, title, and interest in, to and under the Marks, together with the goodwill associated therewith; including all applications and registrations therefor. Assignor further sells, transfers, assigns, and delivers to Assignee any and all causes of action arising under the rights assigned hereunder that may have arisen prior to the date that this Assignment was executed. Assignor further sells, transfers, assigns, and delivers to Assignee all proceeds to infringement suits, the right to sue for past, present and future infringements, and all rights corresponding thereto throughout the world for all of the rights herein assigned.

2. Assignor agrees to execute and deliver at a future date any additional documents that Assignee reasonably determines are required under federal or state law, to perfect Assignee's ownership of any intellectual property rights in the Marks. Assignor will not file any applications for trademark registration in the U.S. Patent and Trademark Office or its foreign counterparts for the Marks.
3. In the event of any conflict between this document and the Asset Purchase Agreement, the Asset Purchase Agreement shall govern.
4. Assignee, in its sole discretion, may assign this Agreement at any time without the approval of Assignor.

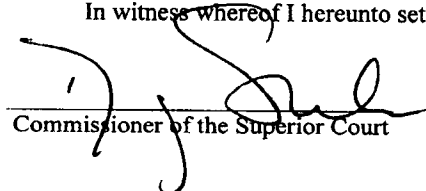
IN WITNESS WHEREOF, the Assignor has duly executed this Trademark Assignment as of the date first written above.

Assignor
AMERICAN DIRECT MARKETING, INC.

By: 
 Herman S. Howard, President

STATE OF CONNECTICUT)
) ss: Standard
) Fairfield
 COUNTY OF NEW HAVEN)

Douglas Kalka On this the 7 th day of June, 2005, before me, Nancy Bohan Kinsella, the undersigned officer, personally appeared Herman S. Howard, who acknowledged himself to be the officer of the entity depicted above, and that he, as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the entity by himself as Herman S. Howard.

In witness whereof I hereunto set my hand.

 Commissioner of the Superior Court

Assignee
DURA LUBE, LLC

By: _____
 Alan T. Rudy, Manager

STATE OF OHIO)
) ss:
 COUNTY OF FRANKLIN)

before me the undersigned, a Notary Public, personally appeared Alan T. Rudy, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument, executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument for the purposes therein contained.

WITNESS my hand and official seal.

 Notary Public

 Date

(SEAL)
 My commission expires: _____

Schedule of Trademarks

Mark	Country	Owner	App. No. (Filing Date)	Reg. No. (Reg. Date)
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