

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
The Media Group, 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:	Limited Liability Company:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2471794	BOND FAMILY	
Registration Number:	2306196	GLO SHIELD	
Registration Number:	2829039	PRO FIX 6 BODY SHOP REPAIR KIT	
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:	07/19/2005		

CH \$90.00 2471794

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 THE MEDIA GROUP INC. ("Assignor") and DURA LUBE, LLC, located at 1177 Olentangy River Rd., Columbus, OH 43212 ("Assignee").

WHEREAS, pursuant to an Order Granting Joint Motion to Compromise, dated June 14, 2005 from the US Bankruptcy Court, District of Connecticut, Bridgeport Division, Assignor has been assigned all of Assignor's right, title and interest in and to Canadian Trademark TMA461397;

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 INTO GREAT COMPANIES, INC., Assignee, DURA LUBE CORPORATION, AMERICAN DIRECT MARKETING, INC., INTERNATIONAL MEDIA, INC., HERMAN S. HOWARD, 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 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

**TRADEMARK ASSIGNMENT
THE MEDIA GROUP INC - DURA LUBE, LLC**

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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
THE MEDIA GROUP INC.

Assignee
DURA LUBE, LLC

By: [Signature]
Herman S. Howard, President

By: _____
Alan T. Rudy, Manager

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

STATE OF OHIO)
) ss:
COUNTY OF FRANKLIN)

Douglas Spalko On this 7th 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.

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.

In witness whereof hereunto set my hand.

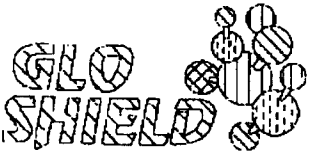
WITNESS my hand and official seal.

[Signature]
Commissioner of the Superior Court

Notary Public

Date
(SEAL)
My commission expires: _____

Schedule of Trademarks

Mark	Country	Owner	App. No. (Filing Date)	Reg. No. (Reg. Date)
DURA SHINE	Canada	THE MEDIA GROUP INC.	0809755	
	USA	THE MEDIA GROUP INC.		2306196 Jan 1, 2000
BOND FAMILY	USA	THE MEDIA GROUP INC		2471794 July 24, 2001
PRO FIX 6 BODY SHOP REPAIR KIT	USA	THE MEDIA GROUP INC		2829039 April 6, 2004
DURALUBE	Canada	DURA-LUBE CORPORATION		TMA461397 Aug 23, 1996
DURA-WASH / DURAWASH	THE MEDIA GROUP INC.			
POUR & GO	THE MEDIA GROUP INC.			

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

**TRADEMARK ASSIGNMENT – THE MEDIA GROUP INC.
Schedule of Trademarks**

**TRADEMARK
REEL: 003123 FRAME: 0332**

TRADEMARK ASSIGNMENT AGREEMENT

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

WHEREAS, pursuant to an Order Granting Joint Motion to Compromise, dated June 14, 2005 from the US Bankruptcy Court, District of Connecticut, Bridgeport Division, Assignor has been assigned all of Assignor's right, title and interest in and to Canadian Trademark TMA461397;

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 INTO GREAT COMPANIES, INC., Assignee, DURA LUBE CORPORATION, AMERICAN DIRECT MARKETING, INC., INTERNATIONAL MEDIA, INC., HERMAN S. HOWARD, 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 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

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THE MEDIA GROUP INC - DURA LUBE, LLC
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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
THE MEDIA GROUP INC.

Assignee
DURA LUBE, LLC

By: Herman S. Howard, President

By: Alan T. Rudy, Manager

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

STATE OF OHIO)
) ss:
COUNTY OF FRANKLIN)

On this the 21st 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.

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.

In witness whereof I hereunto set my hand.

WITNESS my hand and official seal.

Commissioner of the Superior Court

Melanie Martin Jones
Notary Public 6-17-05

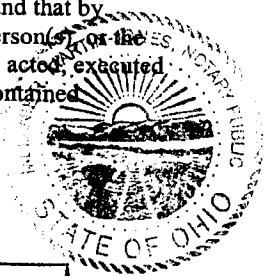
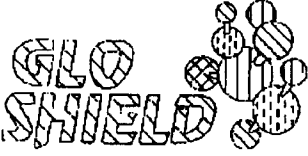


Table with Notary Public name (Melanie R. Martin-Jones), Date (6-17-05), State (Ohio), and My commission expires (NA).

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THE MEDIA GROUP INC - DURA LUBE, LLC
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All common law trademarks and service marks related to the Dura Lube business.

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Schedule of Trademarks**