

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dura Lube, LLC		06/20/2005	LIMITED LIABILITY COMPANY: OHIO

RECEIVING PARTY DATA

Name:	Douglas S. Skalka, Esq., As Agent
Street Address:	195 Church Street
Internal Address:	13th Floor
City:	New Haven
State/Country:	CONNECTICUT
Postal Code:	06510
Entity Type:	Agent: CONNECTICUT

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2270450	DURA LUBE
Registration Number:	2167800	DURA LUBE
Registration Number:	2196117	DURA-LUBE
Registration Number:	1944267	TOMORROW'S TECHNOLOGY TODAY
Registration Number:	1714932	COLOR MATCH
Registration Number:	2306196	GLO SHIELD
Registration Number:	2471794	BOND FAMILY
Registration Number:	2829039	PRO FIX 6 BODY SHOP REPAIR KIT
Registration Number:	2110949	POWER FOAM
Registration Number:	1919201	SR3

CORRESPONDENCE DATA

Fax Number: (203)821-2008

90060058

**TRADEMARK
 REEL: 003408 FRAME: 0123**

OP \$265.00 2270450

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (203) 821-2000
Email: smowery@npmlaw.com
Correspondent Name: Douglas S. Skalka, Esq.
Address Line 1: 195 Church Street
Address Line 2: 13th Floor
Address Line 4: New Haven, CONNECTICUT 06510

NAME OF SUBMITTER:	Douglas S. Skalka
Signature:	/Douglas S. Skalka, As Agent/
Date:	10/13/2006

Total Attachments: 4
source=Collateral Assignment Agreement#page1.tif
source=Collateral Assignment Agreement#page2.tif
source=Collateral Assignment Agreement#page3.tif
source=Collateral Assignment Agreement#page4.tif

COLLATERAL ASSIGNMENT AGREEMENT

THIS COLLATERAL ASSIGNMENT AGREEMENT ("Agreement") is made the 17th day of June 2005, between Dura Lube, LLC, a limited liability company, organized under the laws of the State of Ohio ("Assignor") and Douglas S. Skalka, Esq., as Agent for the Media Group, Inc., American Direct Marketing, Inc., International Media, Inc., Herman S. Howard, Dura-Lube Corporation, Fusion Distributors, LLC and High Rev Products, LLC (collectively, the "Lenders").

Whereas, Assignor has executed and delivered certain promissory notes to Lenders in connection with a Security Agreement, dated June 17, 2005, between Assignor and Agent and Lenders (the "Security Agreement"); and

Whereas, this Agreement is being made solely for the purpose of assuring Agent and the Lenders of payment of the Obligations of the Security Agreement and is executed pursuant to and subject to the terms of the Security Agreement;

Now, Therefore, in consideration of the premises, the parties agree as follows:

1. Definitions. Terms defined in the Security Agreement and not otherwise defined herein are used herein with the meanings ascribed to such terms in the Security Agreement.
2. Collateral Assignment. To secure the complete and timely satisfaction of all Obligations of Assignor to Agent and Lenders, Assignor hereby grants, assigns and conveys to Agent, for the ratable benefit of the Lenders, a security interest in all of Assignor's right, title and interest in and to the domain names, copyrights, trademarks, and patent listed on the attached Schedule 1(c) (the "Intellectual Property").
3. Default. The Collateral Assignment shall become an assignment of force and effect upon notice to Assignor by Agent of the occurrence of an event of default under the Security Agreement, which Assignor fails to cure within ninety (90) days.
4. Warranty. Assignor has the unqualified right to enter into this Agreement.
5. Termination of Agreement. At such time as Assignor shall completely satisfy all of the Obligations under the Security Agreement, this Agreement shall terminate and Agent shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Intellectual Property.

IN WITNESS WHEREOF, Assignor and Agent have executed this instrument as of the date set forth above.

(Signatures on following pages)

Collateral Assignment
Page 1

TRADEMARK
REEL: 003408 FRAME: 0125

SCHEDULE 1(C)

Intellectual Property

1. DOMAIN NAMES

DOMAIN NAME	LISTED REGISTRANT
Duralube.com	Duralube
Durashine.com	Duralube

2. COPYRIGHTS

All common law copyrights and any registered copyrights.


3. TRADEMARKS

a) US and Canadian Registered Trademarks and Service Marks:

Mark	Country	Reg. No. (Reg. Date)
DURA LUBE	USA	2270450 1999
DURA LUBE	USA	2167800 1998
DURA-LUBE	USA	2196117 1998
DURALUBE	Canada	TMA461397 Aug 23, 1996
DURA SHINE	USA	
DURA SHINE	Canada	
TOMORROW'S TECHNOLOGY TODAY	USA	1944267 Dec 26, 1995
COLOR MATCH	USA	1714932 Sept 15, 1992

**Collateral Assignment
Schedule 1(c)**

**TRADEMARK
REEL: 003408 FRAME: 0127**

	USA	2306196 Jan 1, 2000
BOND FAMILY	USA	2471794 July 24, 2001
PRC FIX 6 BODY SHOP REPAIR KIT	USA	2829039 April 6, 2004
POWER FOAM	USA	2110949 Nov 4, 1997
SR3	USA	1919201 Sept 19, 1995

b) All Common Law Trademarks and Service Marks Including:

Mark
DURA-WASH / DURAWASH
UV-2000
POUR & GO

4. PATENTS

Title	Country	Patent No. (Issue Date)
UTILITY KNIFE	USA	D398211 09/15/1998

**Collateral Assignment
Schedule 1(c)**

COLUMBUS/1235119 v.01

RECORDED: 10/13/2006

**TRADEMARK
REEL: 003408 FRAME: 0128**