

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
Honest Charley, Inc.		12/31/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	Joseph D. Coker		
Street Address:	1317 Chestnut Street		
City:	Chattanooga		
State/Country:	TENNESSEE		
Postal Code:	37402		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2725094	HONEST CHARLEY SPEED SHOP	
Registration Number:	2735233	HONEST CHARLEY	
Registration Number:	2767347	HONEST CHARLEY	
Registration Number:	2872059		
CORRESPONDENCE DATA			
Fax Number:	(423)508-1277		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	423.757.0277		
Email:	dhill@cbslawfirm.com		
Correspondent Name:	David J. Hill		
Address Line 1:	1000 Tallan Building		
Address Line 2:	Two Union Square		
Address Line 4:	Chattanooga, TENNESSEE 37402		
ATTORNEY DOCKET NUMBER:	17479_00-0903		
NAME OF SUBMITTER:	David J. Hill		

OP \$115.00 2725094

Signature:	/David J. Hill/
Date:	05/21/2009
Total Attachments: 2 source=honest charley#page1.tif source=honest charley#page2.tif	

TRADEMARK ASSIGNMENT

This Assignment is made as of the 31st day of December, 2008 by Honest Charley, Inc., a Tennessee corporation having an office and principal place of business in Chattanooga, Tennessee ("Assignor").

WHEREAS Assignor owns the trademarks and service marks listed on Attachment 1 to this Trademark Assignment, as well as the trade name "Honest Charley" (collectively, "the Marks"); and

WHEREAS the Marks are associated with certain of Assignor's products and services and symbolize the goodwill of Assignor's business associated with such products and services; and

WHEREAS Assignor has sold and transferred certain assets relating to the products and services in connection with which the Marks are used, along with the goodwill of Assignor's business symbolized thereby, to Joseph D. Coker, an individual having an address at 1317 Chestnut Street, Chattanooga, Tennessee 37402 ("Assignee").

NOW, THEREFORE, for and in consideration of the covenants, representations and warranties hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged:

1. Assignor hereby assigns to Assignee all right, title and interest in and to the Marks, together with the goodwill symbolized thereby, and all rights and privileges granted and secured thereby, including the right to sue for past, present or future infringement of the Marks, such rights to be held and enjoyed by Assignee as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

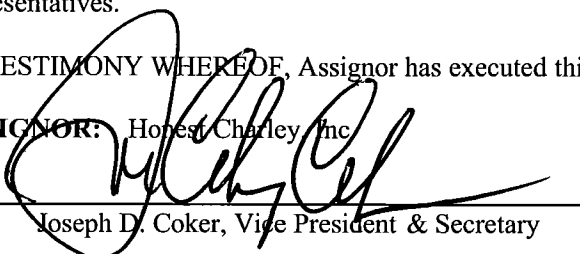
2. If any third party infringes or otherwise violates Assignee's right, title and/or interest in and to any of the Marks, Assignor agrees to cooperate fully with Assignee to terminate such infringement or violation. Assignor agrees that Assignee has the exclusive right to prosecute and defend at its own expense all suits or proceedings before any court or governmental agency which involve in any way the validity of, title to, or infringement of any of the Marks.

3. Assignor hereby covenants and agrees to execute any and all documents reasonably requested by Assignee for the purpose of carrying out the intent and purposes of this Assignment. Assignor hereby further covenants and agrees that it will cooperate with Assignee to enable Assignee to enjoy, to the fullest extent, the right, title and interest intended to be herein conveyed. Assignor's cooperation shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance relating to the Marks, all to the extent deemed necessary or desirable by Assignee for participation in any legal or administrative proceedings involving the Marks, and otherwise to fully carry out the terms of this Assignment.

4. All the provisions of this Assignment shall inure to the benefit of Assignee and its successors, assigns and representatives and shall be binding on Assignor and its successors, assigns, and representatives.

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

ASSIGNOR: Honest Charley, Inc.

By: 
Joseph D. Coker, Vice President & Secretary

ATTACHMENT 1

<u>Mark</u>	<u>U.S. Registration Number</u>
HONEST CHARLEY SPEED SHOP	2,725,094
HONEST CHARLEY & design	2,735,233
HONEST CHARLEY	2,767,347
design only	2,872,059

JAC

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