

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alco Industries, Inc.		10/31/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Griot's Garage, Inc.		
Street Address:	3500-A 20th Street E		
City:	Tacoma		
State/Country:	WASHINGTON		
Postal Code:	98424		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1643280	CAR GROOM	
Registration Number:	1992022	CARGROOM	
CORRESPONDENCE DATA			
Fax Number:	(206)757-7700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(206) 757-8475		
Email:	kristinefyfe@dwt.com		
Correspondent Name:	Kristine Fyfe		
Address Line 1:	Davis Wright Tremaine LLP		
Address Line 2:	1201 Third Avenue, Suite 2200		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	37404-3		
NAME OF SUBMITTER:	Kristine Fyfe		
Signature:	/kristine fyfe/		

CH \$65.00 1643280

Date:

11/20/2008

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Agreement") is made this 31st day of October, 2008 by and between Alco Industries, Inc., a corporation of the State of Delaware, having a place of business at 820 Adams Avenue, Norristown, Pennsylvania 19403, ("**Assignor**") on behalf of its division, U.S. Chemical & Plastics, having a principal place of business at 600 Nova Dr., Massillon, Ohio 44646 and Griot's Garage, Inc., a corporation of the State of Washington, having a place of business at 3500-A 20th Street E., Tacoma, Washington 98424 ("**Assignee**").

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the U.S. federally registered trademarks and believes itself to be the owner of the entire right, title and interest in and to the U.S. common law trademarks set forth in Appendix A (collectively, the "**Trademarks**");

WHEREAS, Assignor desires to transfer to Assignee all of its rights, title and interest in and to the Trademarks as well as all the goodwill associated therewith

WHEREAS, Assignee desires to accept the Trademarks and has a *bona fide* intention to use or to continue to use the Trademarks in commerce on or in connection with the goods associated with the Trademarks; and

WHEREAS, the parties have executed an Asset Purchase Agreement with each other on even date herewith;

NOW, THEREFORE, in consideration of monies previously received, the sufficiency of which is hereby acknowledged, the parties hereto do hereby mutually covenant and agree as follows:

- 1.0 Assignor hereby transfers, assigns and conveys to Assignee, its successors and assigns, as of the date first written hereinabove, all of its right, title and interest (including all rights conferred by the registration thereof) in and to the Trademarks, be they federally registered or existing at common law by virtue of use thereof, together with any and all goodwill of the business associated therewith, attaching to and symbolized by the Trademarks.
- 2.0 Assignor further conveys to Assignee all of its rights to bring proceedings in the courts or in the U.S. Patent and Trademark Office and seek remedies for any infringement of the Trademarks which may have occurred prior to the date hereof, and further conveys all of its right to institute and maintain proceedings for Lanham Act violation(s) by and against any person or entity now or hereinafter wrongfully using any of the Trademarks.
- 3.0 Except as otherwise provided in the aforementioned Asset Purchase Agreement, the parties hereby agree that the Trademarks and goodwill associated therewith are being transferred AS IS and WITHOUT ANY WARRANTY OR REPRESENTATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 4.0 At the request and cost of Assignee, Assignor shall execute any and all further documents, forms or authorizations and depose or swear any declarations or oaths as may be necessary or required by the U.S. Patent and Trademark Office for providing full right, title and interest in and to any registration of the Trademarks in favor of Assignee.

- 5.0 If at any time subsequent to the date hereof, any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provision of this Agreement.
- 6.0 This Agreement shall be governed by the substantive laws of the State of Ohio.
- 7.0 Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.
- 8.0 This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and can be amended, supplemented or changed, and any provision hereof can be waived, only by written instruction making specific reference to this Agreement signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representative.

ALCO INDUSTRIES INC.

GRIOT'S GARAGE, INC.

By: _____
Name:
Title:


By: Richard L. Griot
Name: RICHARD L. GRIOT
Title: CEO

- 5.0 If at any time subsequent to the date hereof, any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provision of this Agreement.
- 6.0 This Agreement shall be governed by the substantive laws of the State of Ohio.
- 7.0 Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.
- 8.0 This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and can be amended, supplemented or changed, and any provision hereof can be waived, only by written instruction making specific reference to this Agreement signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representative.

ALCO INDUSTRIES INC.

GRIOT'S GARAGE, INC.

By: 
Name: Daniel Damstra
Title: Vice President, Secretary
and General Counsel

By: _____
Name:
Title:

APPENDIX A

Federally or Foreign Registered Trademarks

<u>Mark</u>	<u>Reg. No.</u>	<u>Class</u>	<u>Registration Date</u>	<u>Country</u>
MH CAR GROOM & Design	TMA 388,660	N/A	September 6, 1991	Canada
M&H Logo	2,129,738	4	April 28, 1989	USA
CAR GROOM	1,643,280	3	May 7, 1991	USA
CARGROOM	1,992,022	3	August 6, 1990	USA

U.S. Common Law Marks

Mark

#24 CARNAUBA CR WAX
 #26 CLNR/POLISH
 4-SPEED KIT
 BLACK CHERRY GLOSS
 BLUE LIGHTNING MACHINE POLISH
 CAR WASH CONCENTRATE
 CHERRY GLOSS
 COARSE FINISH COMPOUND
 DIAMOND #55 WAX
 FINE FINISH COMPOUND
 INTERIOR CLEANER
 LEATHER/VINYL CLEANER
 MAGIC FINISH SPRAY
 MAGIC MIST
 MED FINISH COMPOUND
 NEW PAINT PROTECT
 ONE-STEP CLNR/GLAZE
 QUICK GLOSS LIQ WAX
 ROUGH 'N READY
 ROYAL HAND GLAZE
 SWIRL AWAY
 WAX/GREASE REMOVE
 WHITE CHERRY GLOSS
 WHITEHALL TIRE CLEANER
 XCELERATOR CUT CREAM