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PATENTS ONLY

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Michael Matnick

07/15/02

2. Name and address of receiving party(ies)

Name: Service Station Products Company

Internal Address: _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Street Address: _____

501 Silverside Road

City: Wilmington State: DE Zip: 19809

Execution Date: May 31, 2002

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

6,056,034

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Craig N. Killen

Internal Address: _____

Nelson Mullins Riley & Scarborough

Street Address: _____

P.O. Box 11070

City: Columbia State: SC Zip: 29211

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Craig N. Killen

Name of Person Signing

Craig N. Killen
Signature

July 8, 2002

Date

Total number of pages including cover sheet, attachments, and documents: 3

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

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PATENT
REEL: 013081 FRAME: 0221

ASSIGNMENT

WHEREAS, I, Michael Matnick (hereinafter "Assignor"), a citizen of the United States, residing at 80 Pauls Path, Coram, New York 11727, am the sole inventor and sole owner of U.S. Patent No. 6,056,034, entitled "Difficult to Mount Tire Changer and Method of Handling Thereof" issued May 2, 2000 ("the '034 patent").

WHEREAS, Service Station Products Company (hereinafter together with its successors and assigns referred to as "the Assignee"), a Delaware corporation, having a place of business at 501 Silverside Road, Wilmington, Delaware 19809, is desirous of obtaining all right, title and interest in, to and under the '034 patent; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I have sold, assigned, transferred and set over, and by these presents hereby sell, assign, transfer and set over to the Assignee all right, title and interest in, to and under the '034 patent, including all divisional, renewal, substitute, continuation, continuation-in-part and convention applications based in whole or in part upon the '034 patent as well as any reissue or re-examination of the '034 patent, and the right to sue for and collect past damages for any infringement of the '034 patent. The assignment of rights in the '034 patent made by this Assignment allows the same to be held and enjoyed by the Assignee for its own use and benefit fully and entirely as if the same would have been held and enjoyed by me had this Assignment not been made. I hereby authorize the Assignee to file patent applications in any and all countries in my name, or in its name, or otherwise as the Assignee may deem advisable, under any applicable International Convention or laws of a particular jurisdiction.

I hereby authorize the responsible official of the United States Patent and Trademark Office, and any official of any other country empowered to issue patents, to record this Assignment, and to issue or transfer all patents to the Assignee as owner of all right, title and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Assignment.

I hereby represent and warrant that I have the full right to convey the entire right and interest herein assigned, that there are no rights or interests outstanding inconsistent with the rights and interests granted herein, and that I will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein.

I hereby covenant and agree that I will, upon request of the Assignee, communicate to the Assignee any facts known to me relating to the subject matter of the '034 patent and the history thereof, testify in any legal proceeding, execute all lawful papers, without limitation all divisional, continuing and reissue application and all rightful oaths and declarations, and generally do all further acts which may be deemed necessary by the Assignee to obtain and enforce corresponding and proper patent protection in all countries.

