

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Pennzoil-Quaker State Company	09/30/2010

RECEIVING PARTY DATA

Name:	Auto Expressions, LLC
Street Address:	505 East Euclid Avenue
City:	Compton
State/Country:	CALIFORNIA
Postal Code:	90224

PROPERTY NUMBERS Total: 10

Property Type	Number
Application Number:	12789237
Application Number:	29327364
Patent Number:	D420966
Patent Number:	5234252
Patent Number:	6489393
Patent Number:	6135191
Patent Number:	5632318
Patent Number:	5356191
Patent Number:	7168760
Patent Number:	7268180

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OP \$400.00 12789237

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ATTORNEY DOCKET NUMBER:

AUEX-02 / 122

NAME OF SUBMITTER:

Theodore R. Remaklus

Total Attachments: 5

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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") is made and entered into as of September 30, 2010 ("Effective Date") by and between **Pennzoil-Quaker State Company**, a Delaware corporation, with an office at 700 Milam, Houston, Texas 77002, USA ("Assignor"), and **Auto Expressions, LLC**, an Illinois limited liability company, with an office at 505 East Euclid Avenue, Compton, California 90224, USA ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States patents and patent applications set forth on Schedule A attached hereto and the foreign patents and patent applications set forth on Schedule B attached hereto (collectively, the "Patents").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the Patents, for the United States and for all foreign countries, including any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as owner of the Patents, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent of the United States thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Patents (including the corresponding rights set forth the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any applications

covering the inventions assigned herein; (2) the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the patent rights assigned herein, including, but not limited to, testifying as to any facts relating to the patent rights assigned herein and this Assignment; (3) obtaining any additional patent protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

This Patent Assignment shall be binding on the heirs, assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of the Assignee.

IN WITNESS WHEREOF, the undersigned has caused this Patent Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

By: R. F. EVERTS
Name: R. F. EVERTS
Title: V.P. OR CEO

Acknowledged and Accepted:

By: Robert A. Brocchi
Name: ROBERT A. BROCCHI
Title: PRESIDENT

SCHEDULE A

U.S. PATENTS AND PATENT APPLICATIONS

Registered Design/Patent Title	Country	Owner	App. No	Patent No.
Unpublished application	United States of America		12/789237	
AIR FRESHENER	United States of America	Pennzoil-Quaker State Company	29/327364	
CAR TOY BOX	United States of America	Pennzoil-Quaker State Company	29/207654	D550458
CELL PHONE HOLDER FOR A SEAT BELT STRAP	United States of America	Pennzoil-Quaker State Company	29207622	D507872S
EASY ACCESS FRONT OF TRUNK ORGANIZER	United States of America	Pennzoil-Quaker State Company	29/055,666	D 383,112
HOODED SWEATSHIRT SEAT COVER	United States of America	Pennzoil-Quaker State Company	29/210462	D508184
PORTABLE PHONE/PAGER CARRIER	United States of America	Pennzoil-Quaker State Company	29/089768	D414925
PORTABLE REAR WINDOW SUNSHADE	United States of America	Pennzoil-Quaker State Company	08/042253	D381304
PORTABLE SIDE WINDOW SUNSHADE	United States of America	Pennzoil-Quaker State Company	42257	D381305
ROAD TRIP LITTER BAG	United States of America	Pennzoil-Quaker State Company	29/207675	D534322S
ROOFTOP CARGO BAG	United States of America	Pennzoil-Quaker State Company	29/057,153	D410224
SLIM LITTER BAG	United States of America	Pennzoil-Quaker State Company	29207676	D515497
STEERING WHEEL COVER 1	United States of America	Pennzoil-Quaker State Company	29/116176	D429671
STEERING WHEEL COVER 2	United States of America	Pennzoil-Quaker State Company	29/116199	D447455
STEERING WHEEL COVER 4	United States of America	Pennzoil-Quaker State Company	29/116201	D436068
VEHICLE SEAT COVER	United States of America	Pennzoil-Quaker State Company	11/496296	
VEHICLE SUN SHIELD WITH POUCH	United States of America	Pennzoil-Quaker State Company	29/038861	D369997
VEHICULAR SUN SHIELD WITH SIDE EXTENSION SHADES	United States of America	Pennzoil-Quaker State Company	29/36033	D 370449

Registered Design/Patent Title	Country	Owner	App. No	Patent No.
VEHICULAR SUN SHIELD WITH SINGLE SIDE SUN SHIELD EXTENSION	United States of America	Pennzoil-Quaker State Company	29/035999	D 375928
VISOR ORGANIZER 1	United States of America	Pennzoil-Quaker State Company	29/055433	D 402,624
VISOR ORGANIZER 2	United States of America	Pennzoil-Quaker State Company	29/055645	395637
VEHICLE FLOOR MATS	United States of America	Pennzoil-Quaker State Company	29/106262	D420966
ADJUSTABLE SEAT COVER	United States of America	Pennzoil-Quaker State Company	7778524	5234252
FOLDABLE VEHICLE SHADE	United States of America	Pennzoil-Quaker State Company	9094740	6289968
VEHICLE SUN SHADES X-SHADE	United States of America	Pennzoil-Quaker State Company	9094743	6095230
SUN SHIELD ASSEMBLY	United States of America	Pennzoil-Quaker State Company	8573596	5553908
SAFETY BELT ADJUSTOR	United States of America	Pennzoil-Quaker State Company	9248601	6142575
SURFACE TINTING COMPOSITION AND METHOD OF USE	United States of America	Pennzoil-Quaker State Company	9695177	6489393
AIR FRESHENER	United States of America	Pennzoil-Quaker State Company*	29291726	D 583037
COLLAPSABLE, PORATBLE, MULTIPLE USE, INSULATED BAG WITH COMPANION ATTACHABLE MULTIPLE USE BAG	United States of America	Pennzoil-Quaker State Company*	7757077	51909376
COLLAPSABLE VEHICLE SUN SHADE	United States of America	Pennzoil-Quaker State Company*	9148956	6135191
EASILY STORED INFANT PILLOW AND BLANKET	United States of America	Pennzoil-Quaker State Company*	7757079	51979741
MULTI WINDOW SUN SHIELD	United States of America	Pennzoil-Quaker State Company*	8511461	5632318
PROTECTIVE COVER FOR THE WINDSHIELD OF AN AUTOMOBILE	United States of America	Pennzoil-Quaker State Company*	8098477	5356191
SEAT COVER	United States of America	Pennzoil-Quaker State Company*	11/044795	7168760
SURFACE TINTING COMPOSITION AND METHOD OF USE	United States of America	Pennzoil-Quaker State Company*	10/124107	7268180