

12-22-1998



FORM PTO-1594 (Rev. 6/93)

MRD
12-22-98

RECORDED 100865860 TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Attorney Docket No. 04145.0112

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

1. Name of conveying party(ies):
Subaru of America, Inc.

 Individual(s) Association
 General Partnership Limited Partnership
 Corporation - New Jersey

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
Other: _____
Execution Date: January 26, 1998

2. Name and address of receiving party(ies):
Name: Subaru Investment, Inc.
Address: 900 Market Street
Wilmington, Delaware

 Individual(s)
 Association
 General Partnership
 Limited Partnership
 Corporation - Delaware
 Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)

Additional numbers attached? Yes No

B. Trademark Registration No.(s)
1,602,140 and 2,088,379

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Douglas A. Rettew
Address: Finnegan, Henderson, Farabow
Garrett & Dunner, L.L.P.
1300 I Street, N.W.
Washington, D.C. 20005-3315

6. Total number of applications and registrations involved: 2
7. Total fee (37 CFR 3.41): \$ 65.00
 Enclosed
 Authorized to be charged to deposit account, if necessary
8. Deposit account number:
06-0916

12/23/1998 SSMITH 00000085 1602140
01 FO:481 40.00 OP
02 FO:482 25.00 OP
03 FO:484 120.00 OP

DO NOT USE THIS SPACE

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.
Douglas A. Rettew [Signature] 12/11/98
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 6

AGREEMENT

This Agreement ("Agreement") is made effective this 1st day of January, 1998 by and between SUBARU INVESTMENT, INC., a Delaware corporation having a principal place of business at 900 Market Street, Wilmington, Delaware, and SUBARU OF AMERICA, INC., a New Jersey corporation having a principal place of business at Subaru Plaza, P.O. Box 6000, Cherry Hill, New Jersey 08034-6000

BACKGROUND

A. SUBARU OF AMERICA, INC. is the owner of (1) the trademark OUTBACK for automobiles and automobile parts, together with the goodwill of the business symbolized by the mark, and the corresponding U.S. Trademark Registration No. 1,602,140, and (2) the trademark FORESTER for automobiles and automobiles parts, together with the goodwill of the business symbolized by the mark, and the corresponding U.S. Trademark Registration No. 2,088,379 (the "Trademarks").

B. SUBARU INVESTMENT, INC. is a wholly owned subsidiary of SUBARU OF AMERICA, INC.

C. SUBARU OF AMERICA, INC. wishes to assign all right, title, and interest in and to the Trademarks to SUBARU INVESTMENT, INC.

D. SUBARU INVESTMENT, INC. will grant SUBARU OF AMERICA, INC. an exclusive license to use the Trademarks, any other marks SUBARU INVESTMENT, INC. may adopt, and any other marks SUBARU OF AMERICA, INC. may assign to SUBARU INVESTMENT, INC.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. SUBARU OF AMERICA, INC. agrees to execute the Trademark Assignment attached as Exhibit A, assigning to SUBARU INVESTMENT, INC. any and all right, title, and interest SUBARU OF AMERICA, INC. has in the Trademarks.

2. Upon execution of the Assignment attached as Exhibit A, SUBARU INVESTMENT, INC. agrees to execute the License Agreement attached as Exhibit B, granting SUBARU OF AMERICA, INC. an exclusive license to use the Trademarks, any other marks SUBARU INVESTMENT, INC. may adopt, and any other marks SUBARU OF AMERICA, INC. may assign to SUBARU INVESTMENT, INC.

3. SUBARU OF AMERICA, INC. agrees to execute and deliver to SUBARU INVESTMENT, INC. such further documents as may reasonably be necessary for SUBARU INVESTMENT, INC. to confirm, evidence, or establish its rights to the Trademarks.

4. This Agreement is binding in all respects upon the parties, their subsidiaries, related companies, successors, and assigns.

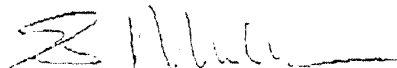
5. Each of the parties warrants and represents that the person executing this Agreement on its behalf has full authority to execute this Agreement.

6. This Agreement and the attached Exhibits A and B contain the entire agreement of the parties.

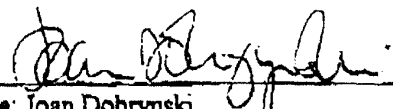
7. This Agreement may be executed in counterparts, each of which shall be deemed an original but together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date written above.

SUBARU OF AMERICA, INC.

By: 
Name: George T. Muller
Title: President
Dated: January 26, 1998

SUBARU INVESTMENT, INC.

By: 
Name: Joan Dobrynski
Title: President
Dated: January 27, 1998

DEC 21 '98 17:19 FR FINNEGAN HENDERSON 302 408 4400 TO 17034154632 P.07

DEC-10-1998 17:01 FROM SUBARU OF AMERICA INC TO 912024084400 P.05

EXHIBIT A

TRADEMARK
REEL: 1779 FRAME: 0253

ASSIGNMENT

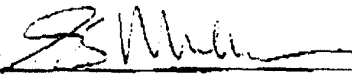
SUBARU OF AMERICA, INC., a New Jersey corporation with its principal place of business at Subaru Plaza, P.O. Box 6000, Cherry Hill, New Jersey 08034-6000 ("Assignor"), is the owner of the following marks, the U.S. trademark registrations therefor, and the goodwill these marks symbolize ("the Trademarks"):

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
OUTBACK	1,602,140	June 19, 1990
FORESTER	2,088,379	August 12, 1997

SUBARU INVESTMENT, INC., a Delaware corporation with its principal place of business at 900 Market Street, Wilmington, Delaware ("Assignee"), wishes to acquire the Trademarks.

In consideration of the foregoing and for other good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all its right, title, and interest in and to the Trademarks, together with the goodwill of the business associated with the Trademarks, and the right to sue and recover for past infringements, dilution, and other violations.

SUBARU OF AMERICA, INC.

By: 
Name: George T. Muller
Title: President
Dated: January 26, 1998