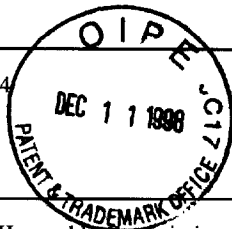


12-18-1998

FORM PTO-1594  
(Rev. 6/93)



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

RECORDED

100916795  
TRADEMARKS ONLY

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.

*MRD  
12-11-98*

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

Other: \_\_\_\_\_

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Merger
- 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)

1,602,140 and 2,088,379

Additional numbers attached?  Yes  No

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

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  
Name of Person Signing

Signature

12/11/98  
Date

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

12/18/1998 SIGNATURE 00000146 1000140

01 FD:481  
02 FD:482

40.00 OP  
25.00 OP

TRADEMARK  
REEL: 1829 FRAME: 0706

**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.

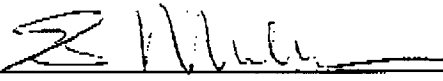
5. Each of the parties warrants and represents that the person executing this Agreement on its behalf has full authority to execute this Agreement.

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

EXHIBIT A

ASSIGNMENT

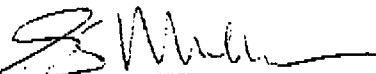
SUBARU OF AMERICA, INC., a New Jersey corporation with its principal place of business at Subaru Plaza, P.O. Box 6000, Cherry Hill, New Jersey 08034-6000 ("Assignor"), is the owner of the following marks, the U.S. trademark registrations therefor, and the goodwill these marks symbolize ("the Trademarks"):

<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