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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

Smart Choice Automotive Group, Inc.

8-30-99

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: Eckler Industries, LLC

Internal Address:

Street Address: 5200 S. Washington Avenue

City: Titusville State: FL ZIP: 32780

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)

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

3. Nature of conveyance:

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

Execution Date: August 25, 1999

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

A. Trademark Application No (s)

B. Trademark Registration No.(s)

- 1,660,186
- 1,765,776
- 1,783,384

Additional numbers attached?  Yes  No

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

Name: Scott J. Fields, Esq.  
Klehr, Harrison, Harvey,  
Internal Address: Branzburg & Ellers, LLP

Street Address: 260 South Broad Street

City: Philadelphia State: PA ZIP: 19102

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$120.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0204

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

09/01/1999 DNGUYEN 00000183 500204 1660186

DO NOT USE THIS SPACE

01 FB-181 10.00 CH  
02 FB-182 50.00 CH

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.

Scott J. Fields  
Name of Person Signing

Signature

8/27/99  
Date

Total number of pages including cover sheet, attachments, and document: 5

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

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

TRADEMARK  
REEL: 001952 FRAME: 0288

**ASSIGNMENT OF TRADEMARKS**

**THIS ASSIGNMENT** is made effective this 25<sup>th</sup> day of August, 1999 by SMART CHOICE AUTOMOTIVE GROUP, INC., a Florida corporation having a principal place of business at 5200 South Washington Ave., Titusville, Florida 32780 ("Assignor"), to ECKLER INDUSTRIES, LLC, a Delaware limited liability company, having a principal place of business at 5200 South Washington Ave., Titusville, Florida 32780 ("Assignee").

**WHEREAS**, Assignor, an ongoing and existing business, has adopted and is currently using the marks set forth on Schedule A hereto for which U.S. trademark registrations have been issued, and which are in use in the United States in connection with mail order services, catalog services, and retail store services in the field of automotive parts, accessories and related items (the "Trademarks"), and which are eligible for registration in other countries;

**WHEREAS**, pursuant to an Agreement and Plan of Merger, dated the date hereof, Assignor is transferring to Assignee by merger Eckler Industries, Inc. and Eckler Racing Bodies, Inc. and, in connection therewith, by this Assignment, Assignor desires to transfer its entire right, title, and interest in the Trademarks to Assignee;

**NOW THEREFORE, IN CONSIDERATION** of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers, and sets over to Assignee, the Assignor's entire right, title, and interest in and to the Trademarks, along with the goodwill appurtenant thereto and business associated therewith, and assigns to and authorizes Assignee to file or prosecute in its name, applications, in all countries, the same to be held and enjoyed by

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Assignee, its successors, assigns, nominees, or legal representatives, to the full end of the term or terms for which the Trademarks, may be registered, as fully and entirely as they would have been held and enjoyed by Assignor had this assignment, sale, and transfer not been made; and

Assignor hereby covenants that it has the full right to convey the entire interest herein assigned, and that it has not executed and will not execute any agreement in conflict herewith, and it further covenants and agrees that it will, each time request is made and without undue delay and without additional consideration, execute and deliver all such papers as may be necessary or desirable to perfect the title to the Trademarks to Assignee, its successors, assigns, nominees, or legal representatives, and shall communicate to Assignee or to its nominee all known facts respecting the trademarks, to testify in any legal proceedings, to sign all lawful papers, to make all rightful oaths, and generally to do everything possible to aid Assignee, its successors, assigns, nominees, and legal representatives to obtain and enforce for their own benefit proper protection for the Trademarks.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty it is to issue future trademark registrations, to issue to Assignee the entire right, title, and interest in any and all registrations, in accordance with the terms of this Assignment.

IN WITNESS WHEREOF, Assignor has hereunto set its hand and seal.

SMART CHOICE AUTOMOTIVE GROUP, INC.

By: Robert J. Manning, Vice President

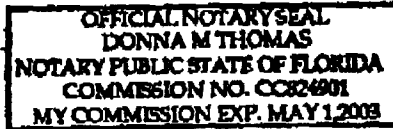
Title: VICE PRESIDENT

Date: AUGUST 26, 1999

STATE OF FLORIDA :  
: SS  
COUNTY OF MIAMI-DADE :

On this 25<sup>th</sup> day of August, 1999, before me personally came the above named  
Robert J. Downing to me personally known and known to me to be the same individual  
who executed the foregoing assignment, and who acknowledged to me that execution of the  
same was of that person's own free will for the use and purposes therein set forth.

Donna M Thomas  
Notary Public



**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS**

<b><u>Mark</u></b>	<b><u>U.S. Registration No.</u></b>	<b><u>Date Issued</u></b>
Eckler's	1660186	10/08/91
Jet N Spray	1765776	04/20/93
Value Line	1783384	07/20/93

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