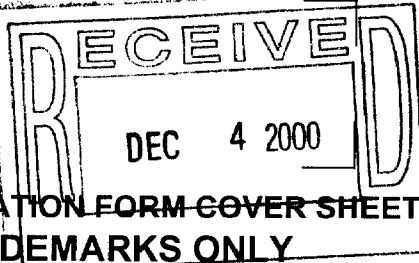


12-22-2000



101560050



RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

12-4-00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

12/22/2000 MTHA11 00000015 1865977 FOR OFFICE USE ONLY

01 FC:481 40.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002197 FRAME: 0601

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

[Empty box]

Address (line 1)

[Empty box]

Address (line 2)

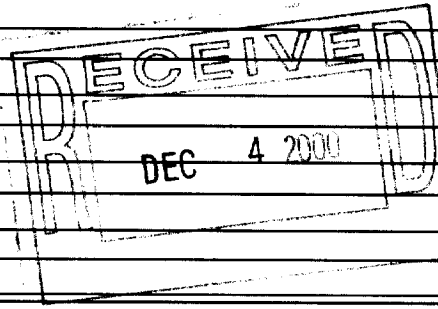
[Empty box]

Address (line 3)

[Empty box]

Address (line 4)

[Empty box]



Correspondent Name and Address

Area Code and Telephone Number

616-458-7535

Name

John A. Waters

Address (line 1)

Waters & Morse, P.C.

Address (line 2)

125 Ottawa Ave., N.W.

Address (line 3)

400 Ledyard Building

Address (line 4)

Grand Rapids, MI 49503

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

3

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

[Empty boxes for Trademark Application Numbers]

Registration Number(s)

1,865,977 [Empty boxes for Registration Numbers]

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

23-0500

Authorization to charge additional fees:

Yes No

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. Charges to deposit account are authorized, as indicated herein.

John A. Waters

Name of Person Signing

John A. Waters
Signature

12/1/00

Date Signed

TRADE MARK ASSIGNMENT

THIS ASSIGNMENT DEED is made this ~~EIGHTH~~ day of *NOVEMBER* 1994 by and between **JOHOL PAST PTY LIMITED** (formerly Carlovers Carwash (Aust) Pty Limited), an Australian company, A.C.N. 005 088 531, of 515 Small Street, Albury, New South Wales 2640 and 14 Stewart Avenue, Newcastle West, New South Wales 2302, Australia, (hereinafter called "Assignor") of the One Part, and **CARLOVERS CARWASH (INTERNATIONAL) PTY LIMITED**, An Australian Company, A.C.N. 058 565 969, of 14 Stewart Avenue, New Castle West, New South Wales 2302, Australia, (hereinafter called "Assignee" which expression shall be deemed to include its successors and assigns) of the Other Part.

WHEREAS Assignor is the proprietor of the trade marks (hereinafter referred to as "said trade marks") forming the subject of the trade mark registrations and applications identified by short particulars in the Schedule hereto, and of the copyright in the said trade marks.

AND WHEREAS Assignor has agreed with Assignee to sell, assign, transfer and set over to Assignee its full right, title and interest in and to said trade marks, the registrations thereof, the applications therefor and to any registrations subsequently granted thereon and the copyright therein together with the goodwill of the business of Assignor concerned in the services for which said trade marks are registered or subsequently become registered to hold same unto Assignee absolutely.

NOW THIS DEED WITNESSETH pursuant to the foregoing and in consideration of the sum of One Dollar (A\$1.00) the receipt and sufficiency of which is hereby acknowledged said Assignor doth hereby sell, assigns, transfers and sets over to said Assignee its full right, title and interest in and to said trade marks, the registrations thereof, the applications therefor, any registrations subsequently granted thereon and the copyright therein, and without limiting the generality of the foregoing, including all rights arising from use of said trade marks and all rights to take legal proceedings for all remedies in respect of any infringement of copyright or encroachment upon the rights in said trade marks whenever occurring and all rights to make further application(s) to register said trade marks, together with the goodwill of the business of Assignor concerned in the services for which said trade marks are registered, or subsequently become registered, to hold same unto Assignee absolutely.

AND ASSIGNOR WARRANTS that it will not itself or through its subsidiaries affiliates or associates henceforth directly or indirectly use or acquiesce in the use of said trade mark or any substantially identical or deceptively similar mark as a trade mark or otherwise nor challenge the Assignees right to use and register said trade mark or the recordal of Assignee as proprietor thereof.

AND ASSIGNOR WARRANTS FURTHER that it will do all things and execute all documents necessary to effect the registration of Assignee as subsequent proprietor of the registrations and applications for the said trade marks and to otherwise give effect to the covenants in the Deed.

SCHEDULE

Country	Application No.	Registration	Mark
Canada	715646	422353	CarLovers THE ULTIMATE CARWASH logo
United Kingdom	1545636	-	CarLovers THE ULTIMATE CARWASH logo
Japan	294338/92	-	CarLovers THE ULTIMATE CARWASH logo
Republic of Korea (South Korea)	92-5108	23333	CarLovers THE ULTIMATE CARWASH logo
Mexico	159307	441370	CarLovers THE ULTIMATE CARWASH logo
Singapore	8334/92	-	CarLovers THE ULTIMATE CARWASH logo
Taiwan	(81)59998	068446	CarLovers THE ULTIMATE CARWASH logo
United States of America	74/328369	-	CarLovers THE ULTIMATE CARWASH logo

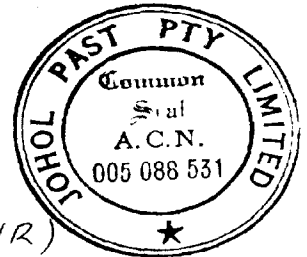
IN WITNESS WHEREOF the parties hereto have executed this Deed in a binding manner on the date first herein specified.

THE COMMON SEAL of
JOHOL PAST PTY LIMITED

was hereto affixed in the
presence of:

H.C. F. 1/6 (SEC)

[Signature] (DIR)



THE COMMON SEAL of
**CARLOVERS CARWASH
(INTERNATIONAL) PTY LIMITED**

was hereto affixed in the
presence of:

H.C. F. 1/6 (SEC)

[Signature] (DIR)

