

01-16-2001



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

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

Conveyance Type

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

12-29-2000
U.S. Patent & TMO/TM Mail Rcpt Dt. #57

Conveying Party

Mark if additional names of conveying party

Name

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/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other

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)

Citizenship/State of Incorporation/Organization

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01/12/2001 MTHAI1 00000156 75308373
01 FC:481 40.00 OP
02 FC:482 1850.00 OP

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TRADEMARK
REEL: 002213 FRAME: 0587

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

(202) 861-1500

Name Mark H. Tidman, Esq.

Address (line 1) BAKER & HOSTETLER LLP

Address (line 2) 1050 Connecticut Avenue, N.W.

Address (line 3) Suite 1100

Address (line 4) Washington, DC 20036

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)

75/308,373	75/262,309	75/262,323
75/262,354	75/262,324	75/262,325
75/262,326	75/362,059	& 41 others

Registration Number(s)

2,102,962	2,104,970	2,060,161
2,180,380	2,098,323	1,860,002
2,064,967	2,077,263	& 18 others

Number of Properties

Enter the total number of properties involved.

75

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 1890.00

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: # 02-0398

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 true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Mark H. Tidman, Esq.
Name of Person Signing

Signature

12/29/00
Date Signed

Mark	Filing Date	App. No.
AUTO NATION	June 13, 1997	75/308,373
AUTOMATIONS	March 21, 1997	75/262,309
AUTOMATIONS	March 21, 1997	75/262,323
AUTOMATIONS AUTO CENTER	March 21, 1997	75/262,354
AUTOMATIONS AUTO CENTER	March 21, 1997	75/262,324
AUTOMATIONS AUTO SALES	March 21, 1997	75/262,325
AUTOMATIONS AUTO SALES	March 21, 1997	75/262,326
AUTOMOTIVE SERVICE CENTER & Design	September 24, 1997	75/362,059
AUTONATION FINANCIAL SERVICES & Design	October 16, 1997	75/374,203
AUTONATION USA	November 9, 1995	75/019,895
AUTONATION USA	January 10, 1997	75/223,709
AUTONATION USA & Design	November 9, 1995	75/019,897
AUTONATION USA & Design	November 9, 1995	75/019,863
AUTONATION USA & Design	February 27, 1996	75/064,333
AUTONATION USA & Design	June 2, 1997	75/302,076
AUTONATION USA & Design	August 22, 1997	75/345,294
AUTONATION USA & Design	August 22, 1997	75/345,067
AUTONATION USA & Design	September 5, 1997	75/352,116
AUTONATION USA & Design	August 22, 1997	75/345,066
AUTOWAY	March 25, 1996	75/078,235
AUTOWAY	March 25, 1996	75/078,237
AUTOWAY USA	August 19, 1998	75/538,990
AUTOWAY USA	August 19, 1998	75/538,986
AUTOWAY USA	August 19, 1998	75/538,984
AUTOWAY USA	August 19, 1998	75/538,982
AUTOWAY USA & Design	December 18, 1997	75/408,128
AUTOWAY USA & Design	January 28, 1998	75/424,813
AUTOWAY USA & Design	September 11, 1998	75/551,770
AUTOWAY USA & Design	September 11, 1998	75/551,769
AUTOWAY USA & Design	September 11, 1998	75/551,768
AUTOWAY USA & Design	September 11, 1998	75/551,771
CAR NATION	July 30, 1997	75/333,319
CAR-NATION	July 30, 1997	75/333,320
CARWAY	January 22, 1996	75/046,489
HAGGLE & Design	June 28, 1996	75/126,818
MEGA SELECTION & Design	June 28, 1996	75/126,813
MEGA SELECTION & Design	June 28, 1996	75/126,814
MONEYBACK GUARANTEE \$ & Design	June 28, 1996	75/126,815
MONEYBACK GUARANTEE \$ & Design	June 28, 1996	75/126,816
QUALITY CERTIFICATION & Design	September 18, 1997	75/359,131
QUALITY CERTIFICATION & Design	September 18, 1997	75/359,132
SAFETEEN DRIVING & Design	October 18, 1996	75/183,460
THE BETTER WAY TO BUY A CAR	November 9, 1995	75/019,893
THE BETTER WAY TO BUY A CAR	January 10, 1997	75/223,563
USA & Design	October 19, 1998	75/572,528
VALU STOP AMERICA'S CAR STORE & Design	September 18, 1997	75/359,134
VALU STOP AMERICA'S CAR STORE & Design	September 18, 1997	75/359,135
VALU STOP AMERICA'S CAR STORE & Design	September 18, 1997	75/359,133
VALU STOP AMERICA'S CAR STORE & Design	September 18, 1997	75/359,136

Mark	Reg. Date	Reg. No.
1 LOW PRICE & Design	October 7, 1997	2,102,962
1 LOW PRICE & Design	October 14, 1997	2,104,970
AMERICA'S PREMIER AUTOMOBILE DISTRIBUTOR	May 6, 1997	2,060,161
AUTOMOTIVE SERVICE CENTER & Design	August 11, 1998	2,180,380
AUTONOTIONS STORE	September 16, 1997	2,098,323
AUTOWAY	October 25, 1994	1,860,002
CAR STOP AMERICA'S CAR STORE	May 27, 1997	2,064,967
CAR STOP AMERICA'S CAR STORE	July 8, 1997	2,077,263
CAR STOP QUALITY SELECTION COURTESY LOW PRICE & Design	December 3, 1996	2,020,871
CAR STOP QUALITY SELECTION COURTESY LOW PRICE & Design	December 3, 1996	2,020,867
CAR STOP QUALITY SELECTION COURTESY LOW PRICE & Design	January 28, 1997	2,033,680
CAR STOP QUALITY SELECTION COURTESY LOW PRICE & Design	August 19, 1997	2,089,921
CARNATION	December 8, 1998	2,208,511
CHILDPLAY CENTER & Design	September 9, 1997	2,094,780
ROADSIDE ASSISTANCE & Design	August 11, 1998	2,180,381
SAFETEEN, INC.	February 6, 1996	1,954,119
SERVICE CENTER & Design	August 26, 1997	2,090,965
SERVICE CENTER & Design	August 26, 1997	2,090,966
SPECIAL 1	June 16, 1998	2,165,685
SPECIAL 1	June 16, 1998	2,165,686
SPECIAL 1 & Design	June 9, 1998	2,163,861
SPECIAL 1 & Design	June 9, 1998	2,163,860
VALU STOP & Design	August 19, 1997	2,089,971
VALU STOP & Design	September 16, 1997	2,098,211
VALU STOP & Design	March 17, 1998	2,145,125
WARRANTY 99 DAY & Design	December 15, 1998	2,211,948

CONFIRMATORY TRADEMARK ASSIGNMENT

This Confirmatory Trademark Assignment (this "Assignment") is made by and between **AutoNation Enterprises Incorporated**, a Florida corporation, via a change of name from **AutoNation Incorporated**, (hereinafter "Assignor") and **AutoNation Holding Corp.**, a Delaware corporation, (hereinafter "Assignee")

WHEREAS, the Assignor was the owner of all right, title and interest in and to the Trademarks and Service Marks on the attached Schedule therefor (hereinafter "the Marks"); and

WHEREAS, Assignor was desirous of assigning, and Assignee was desirous of obtaining, all right, title and interest in and to the aforementioned Marks; and

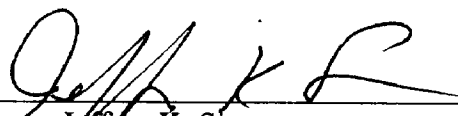
WHEREAS, effective January 1, 1999, Assignor assigned all right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, to Assignee; and

WHEREAS, the parties now wish to confirm the actual and legal transfer of the Marks from Assignor to Assignee;

NOW, THEREFORE, for good and valuable consideration previously paid, the sufficiency and receipt of which are hereby acknowledged, it is confirmed that effective January 1, 1999, Assignor did assign, transfer and convey, and hereby nunc pro tunc assigns, transfers and conveys, unto Assignee, all right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, the same to be held and enjoyed by the Assignee 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 the Assignor if this assignment had not been made; together with all claims for damages by reason of past infringement of the Marks, with the right to sue for, and collect the same for its own use and on behalf of its own successors, assigns, or other legal representatives.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative on the day and year first above written.

AutoNation Enterprises Incorporated
via name change from AutoNation Incorporated


By: Jeffrey K. Simpson
Title: Assistant Secretary