

05-01-2001



RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101695412

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

1. Name of conveying party(les):

Roger P. Rinaldi

4.19.01

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

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

3. Nature of conveyance:

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

Execution Date: August 29, 1997

2. Name and address of receiving party(les)

Name: CarSmart Association, Inc.

Internal Address:

Street Address: 332 Linden Ave.

City: Wilmette State: Illinois 60091

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,860,147

Additional numbers attached? Yes No

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

Name: Marc N. Blumenthal, Esq.

Internal Address: Law Office of Marc N. Blumenthal

Street Address: 19 S. LaSalle Street
Suite 1500

City: Chicago State: IL ZIP: 60603

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

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.

Marc N. Blumenthal
Name of Person Signing

Marc N. Blumenthal
Signature

4-13-01
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: 002283 FRAME: 0574

ASSIGNMENT AGREEMENT

Whereas, ROGER P. RINALDI, a resident of the state of Illinois, has used, and is the owner of the following service mark now registered in the United States Patent and Trademark Office,

CARSMART! Reg. No. 1,860,147 Reg. Date October 25, 1994

Whereas, CarSmart Association, Inc., a corporation organized under the laws of the state of Illinois, whose principal offices are located at 332 Linden Ave., Wilmette, 60091 is desirous of acquiring the above stated service mark, good will, customer list, and outstanding license agreements; including all right, title and interest in the United States in and to said service mark and the registration of that service mark;

Whereas, ROGER P. RINALDI has agreed to fully indemnify CarSmart Association, Inc., in the event there are any claims, whatsoever made against the transfer of the service mark by any third parties alleging to have an interest.

NOW THEREFORE, in consideration of the Sum of Three Thousand (\$3,000) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Service Mark. ROGER P. RINALDI hereby agrees and by this instrument assigns to CarSmart Association, Inc., all right, title and interest in and to said service mark together with the goodwill, customer list and all outstanding license agreements of the business symbolized by said service mark in the United States.

2. Assignment of Registration. ROGER P. RINALDI hereby agrees and by this instrument assigns to CarSmart Association, Inc., the registration for the service mark:

CARSMART! Reg. No. 1,860, 147 Reg. Date October 25, 1994

ROGER P. RINALDI acknowledges that the Trademark Registration Certificate reads:

ROGER P. RINALDI (ILLINOIS CORPORATION)

and states herein that there was no Illinois corporation formed under the name ROGER P. RINALDI, and that the ownership of the CARSMART! service mark was never held by any corporation, nor was it transferred to any corporation, since it was issued.

3. Full and Complete Indemnification. ROGER P. RINALDI, agrees to fully and completely indemnify CarSmart Association, Inc., and hold it harmless against any claim for damages or misappropriation of the service mark, judgment, settlement, costs, attorney's fees or other related expenses CarSmart Association, Inc., may incur in defending its absolute right, title and interest in the assigned service mark and good will.

4. Approval; Collateral. ROGER P. RINALDI acknowledges that he has the right to make this assignment. Further, ROGER P. RINALDI unequivocally states that the service mark does not serve as collateral for any purpose whatsoever, to the best of his knowledge.

5. Mutual Cooperation. ROGER P. RINALDI hereby agrees to cooperate with CarSmart Association, Inc., to record this assignment pursuant to the guidelines of the U.S. Patent and Trademark Office and will execute any and all documents necessary to accomplish that Assignment.

6. Pending Bankruptcy. ROGER P. RINALDI has disclosed to CarSmart Association, Inc. that he contemplates filing personally bankruptcy due to his present financial status, and has employed a bankruptcy attorney for that purpose, but does not know when that filing will take

place. In the event that filing occurs within a specified period of time as provided by the United States Bankruptcy Code, and this transaction is identified as a preference, it is conceivable that a trustee in that possible bankruptcy could seek to have this asset (the CARSMART! service mark) returned to the debtor's estate.

7. Pending Litigation. ROGER P. RINALDI has disclosed that both he and his wife have been named in a lawsuit in the state of Michigan, which indirectly affects the subject service mark. The lawsuit is *Ziebart International v. John L. Herweyer, Rust Prevention, Inc., Earl L. Herweyer, Roger Rinaldi, Lily Rinaldi and Edward Toonstra*, 97-04367 in Kent County, Michigan. The lawsuit involves the licensing of the CARSMART! service mark to a Michigan business, formerly, a Ziebart dealer. According to ROGER P. RINALDI, the lawsuit is in the discovery stage.

8. Legal Representation. Each party to this Assignment has requested the legal services of Marc N. Blumenthal, an attorney who had represented ROGER P. RINALDI in certain other legal matters related to the subject service mark. Mr. Blumenthal has made full disclosure that he has represented ROGER P. RINALDI. CarSmart Association, Inc., has been made aware of the previous attorney-client relationship, and has agreed to accept the representation of Mr. Blumenthal. CarSmart Association, Inc., who it intends to employ as an attorney to handle its legal affairs, on an as needed basis, including the initial legal work for the incorporation. CarSmart Association, Inc., has been informed that a conflict of interest could exist in the future, especially, if the transfer through this Assignment is considered a preference. If that occurs, Mr. Blumenthal would remove himself from representation of either party immediately.

9. Recitals. The Recitals, as set forth above in this Assignment are hereby made part of this Assignment as if set forth verbatim.

Signed at Park Ridge, Illinois this 29 day of August, 1997.

By Roger P. Rinaldi
ROGER P. RINALDI, Sole Owner

State of Illinois
County of Cook

On this 29th day of August, 1997 personally appeared Roger P. Rinaldi to me known to be the assignor in the above named assignment, and acknowledged that he executed the foregoing Assignment.

Rosemary I. Larsen
Notary Public /

