

5-18-01

TRADEMARK F

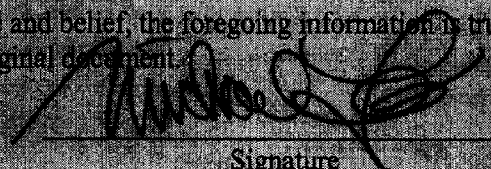
05-29-2001

The Assistant Commission for Trademarks  
2900 Crystal Drive  
Arlington, Virginia 22202-3513  
Attention: Box Assignments



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Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>AMERICAN CAR CARE CENTERS, INC.</p> <p><input type="checkbox"/> Individual(s)</p> <p><input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership</p> <p><input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State - Delaware</p> <p><input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: ITOCH<u>U</u>WA INTERNATIONAL INC. ✓</p> <p>Street Address: 4045 East Thousand Oaks, Suite 105</p> <p>City: Westlake Village, State CA Zip 91362</p> <p><input type="checkbox"/> Individual(s) _____</p> <p><input type="checkbox"/> Association _____</p> <p><input type="checkbox"/> General Partnership _____</p> <p><input type="checkbox"/> Limited Partnership _____</p> <p><input checked="" type="checkbox"/> Corporation-State New York</p> <p><input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, A domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>(Designation must be a separate document from Assignment)</p> <p>Additional name(s) and address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment</p> <p><input type="checkbox"/> Merger and Change of Name</p> <p><input type="checkbox"/> Security Agreement</p> <p><input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: January 1, 2001</p>	
<p>4. Application number(s) or registration number(s)</p> <p>A. Trademark Application No(s):</p> <p>B. Trademark Registration No(s): 753332</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Michael Lublinski</u></p> <p><u>Kelley Drye &amp; Warren LLP</u></p> <p>Street Address: <u>1200 Nineteenth Street,</u></p> <p><u>N.W., Suite 500</u></p> <p>City: <u>Washington</u></p> <p>State: <u>District of Columbia Zip: 20036</u></p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 3.41) \$ <u>40.00</u></p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>11-0404</u></p> <p>Attach duplicate copy of this page if paying by deposit account)</p>
<p>9. Statement and signature:</p> <p>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.</p> <p><u>Michael Lublinski</u>  <u>May 18, 2001</u></p> <p>Name of Person Signing Signature Date</p>	

Total Number of pages including cover sheet, attachments and documents: 3

DC01/LUBLM/149340.1

TRADEMARK  
REEL: 002303 FRAME: 0718

## ASSIGNMENT OF TRADEMARK

**THIS ASSIGNMENT OF TRADEMARK**, dated as of the 1<sup>st</sup> day of January, 2001, is from American Car Care Centers, Inc., a Delaware corporation with a business address of 5050 Poplar Avenue, Suite 600, Memphis, Tennessee 38157 ("Assignor"), to ITOCHU International, Inc., a corporation organized under the laws of New York with a business address of 4045 East Thousand Oaks, Suite 105, Westlake Village, California 91362 ("Assignee").

### WITNESSETH:

**WHEREAS**, Assignor is the sole owner of the exclusive right, title and interest in and to the trademark and trade name "GUARDIAN" (the "Mark"), including United States Registration Number 753,332; and

**WHEREAS**, Assignee is interested in acquiring the entire and exclusive right, title and interest in and to the Mark, including United States Registration Number 753,332, together with the goodwill of the business symbolized by the Mark;

**WHEREAS**, Assignor desires to assign to Assignee, and Assignee desires to receive from Assignor, the entire and exclusive right, title and interest in and to the Mark together with the goodwill of the business symbolized by the Mark;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee and its successors, assigns and nominees without any restrictions, reservations or limitations:

1. The entire and exclusive right, title and interest in and to the Mark together with the goodwill of the business symbolized by the Mark, including the right to register the Mark to Assignee's name throughout the world; and

2. The sole right to enforce rights in said Mark with the right to sue for and recover for Assignee's own use accrued profits or damages for any and all causes of action, claims and demands and other rights for infringements thereof, including, but not limited to past infringements with respect to which Assignor waives any right to receive any portion thereof.

3. Assignor covenants that Assignor has the full right to enter into this Assignment and further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the legal and record owner of each of the rights hereby conveyed.

