



TO THE ASSISTANT COMMISSIONER OF

102029367

attached original documents or copy thereof.

3-25-02

1. Name of conveying party(ies):

Kemwel Holiday Autos, LLC  
106 Calvert Street  
Harrison, New York 10528

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State
- Other: New York Limited Liability Company

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

2. Name and address of receiving party(ies):

Name: Holiday Autos International Limited

Address: Holiday Autos House  
High Street, Frimley  
Surrey, GU16 5HJ  
UNITED KINGDOM

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State
- Other: United Kingdom Company

3-25-02

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

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

3. Nature of conveyance:

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

Execution Date: January 18, 2001

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

- a. Trademark Application No(s):  
75/219,748
- b. Trademark Registration No(s):

Additional numbers attached?  Yes  No

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

Name: Stacey R. Halpern  
KNOBBE, MARTENS, OLSON & BEAR, LLP  
Customer No. 20,995  
Internal Address: Sixteenth Floor  
Street Address: 620 Newport Center Drive  
City: Newport Beach State: CA ZIP: 92660  
Attorney's Docket No.: DIBB175.002TUS

7. Total fee (37 CFR 1.21(h)): \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and registrations involved: 1

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.

Stacey R. Halpern  
Name of Person Signing

Signature

Date

3/20/02

Total number of pages including cover sheet, attachments and document: 4

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

03/26/2002 6TON11 00000076 75219748  
01 FC:481 40.00 DP

U.S. Patent and Trademark Office  
Attn: Assignment Division  
Crystal Gateway-4  
1213 Jefferson Davis Highway, Suite 320  
Arlington, VA 22202

75219748

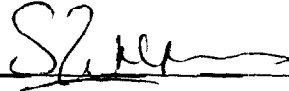
DIBB175.00TUS

DESIGNATION OF DOMESTIC REPRESENTATIVE

Andrew H. Simpson of Knobbe, Martens, Olson & Bear, LLP, 620 Newport Center Drive, 16<sup>th</sup> Floor, Newport Beach, California 92660, is hereby designated Applicant's representative upon whom notices of proceedings affecting the mark may be served.

HOLIDAY AUTOS INTERNATIONAL LIMITED

Dated: January 18, 2001

By: 

Name: SARA ZIMMERMAN

Title: DIRECTOR

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011801

**TRADEMARK ASSIGNMENT**

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the 18th day of January, 2001, by and between Kemwel Holiday Autos, LLC, a New York limited liability company having a place of business at 106 Calvert Street, Harrison, New York, 10528 (hereinafter referred to as "ASSIGNOR"), and Holiday Autos International Limited, a United Kingdom company, having a place of business at Holiday Autos House, High Street, Frimley, Surrey GU16 5HJ, United Kingdom (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the trademark listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as "Trademark");

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademark and has not abandoned the same;

WHEREAS, ASSIGNOR is the owner of the federal trademark application relating to the Trademark listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as "Application");

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title, and interest in and to the Trademark and Application in the United States; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademark and Application in the United States;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

- (1) the Trademark set forth in Schedule A;
- (2) the Application set forth in Schedule B;

together with the goodwill symbolized by said Trademark and Application concurrent with the transfer of certain tangible assets as indicia of said goodwill.

Executed at Harrison, New York, this 18th day of January, 2001.

KEMWEL HOLIDAY AUTOS, LLC

By: [Signature]  
 Name: John Williams  
 Title: DIRECTOR

ACCEPTED AND ACKNOWLEDGED:

HOLIDAY AUTOS INTERNATIONAL LIMITED

By: [Signature]  
 Name: SARA ZIMMERMAN  
 Title: DIRECTOR

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**SCHEDULES TO TRADEMARK ASSIGNMENT**

**SCHEDULE A**

Mark: KEMWEL HOLIDAY AUTOS - MILES AHEAD

**SCHEDULE B**

Federal Trademark Application:

<u>MARK</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>	<u>INTL. CLASS</u>
KEMWEL HOLIDAY AUTOS - MILES AHEAD	75/219,748	December 30, 1996	39