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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Anthony Baker 950 N. Michigan Ave., Apt. 3604 Chicago, IL 60611 Individual(s) Association General Partnership Limited Partnership Corporation-State Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: White Glove of Delaware, Inc. Internal Address: Street Address: 201 Philadelphia Pike City: Wilmington State: DE Zip: 19809 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware 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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: 03/06/2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,263,790 Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Mark A. Garzia, Esquire Internal Address: Street Address: P.O. BOX 288 City: MEDIA State: PA Zip: 19063

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41): \$ 40.00 Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature: MARK A. GARZIA Name of Person Signing Signature Date 12 MARCH 2003 Total number of pages including cover sheet, attachments, and document: 12

OFFICE OF PUBLIC RECORDS 2003 MARCH 12 AM 7:18 FINANCE SECTION

03/14/2003 ECOOPER 00000036 73244556 01 FC:0521 40.00 OP

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002691 FRAME: 0632

# ASSIGNMENT OF TRADEMARK

WHEREAS, WHITE GLOVE, INC., formerly a Delaware Corporation, and having a former place of business at 2 Radnor Corporate Center, Suite 330, Radnor, PA 19087, had adopted, used in its business and obtained a Certificate of Trademark Registration No. 1,263,790, registered with the U.S. Patent and Trademark Office on January 10, 1984, with regard to the mark WHITE GLOVE (hereinafter "MARK"); and

WHEREAS, ANTHONY D. BAKER, a U.S. Citizen, currently residing at 950 N. Michigan Ave, Apt. 3604, Chicago, IL 60611, was the majority shareholder and President of WHITE GLOVE, INC.; and

WHEREAS, WHITE GLOVE OF DELAWARE, INC., a Delaware Corporation, having a place of business at 201 Philadelphia Pike, Wilmington, DE 19809, (hereinafter "WGDelaware"), has been using the MARK in commerce under agreement with WG and/or one of its predecessors or related entities and is desirous of acquiring and securing, the rights in and to said MARK, any and all registrations thereof, and the good will of the businesses appurtenant thereto;

## BACKGROUND

BAKER and WHITE GLOVE, INC. and/or one of their predecessor or related entities (including White Glove Enterprises, Inc., Fleetway Systems, Inc. and White Glove of Exton - collectively hereinafter "WG") formed a joint business relationship with WGDelaware and/or one of its predecessor or related entities (including Bicorp, Inc., Biasotto Limited Partnership,

White Glove of New Jersey, Inc., and B&G Marketing, Inc.) at least as early as December 1986 to build, own and operate a number of car wash facilities. The joint business relationship between WG and WGDelaware changed on or about 1996 when WGDelaware agreed to an outright purchase of the joint business relationship's and related car wash facilities in order to operate them independently of WG. Through the execution of certain agreements including a Consent to Use of Similar Name dated October 8, 1998, WG granted to WGDelaware and its predecessor or related entities the right to use and to continue using the MARK in connection with WGDelaware's car wash facilities.

As of August 1, 2002, no documents had been recorded in the U.S. Patent and Trademark Office regarding ownership or rights relating to the MARK and specifically to U.S. Registration No. 1,263,790.

From December 1986 to at least the date of this AGREEMENT, WGDelaware and/or its predecessor or related entities have been continuously using the MARK. WGDelaware along with its related entities has developed and continues to develop substantial goodwill, reputation and public recognition associated with its car wash services identified by the MARK.

NOW, THEREFORE, in consideration of the mutual promises herein, WG and WGDelaware agree as follows:

**I. ASSIGNMENT**

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, WG does hereby sell, assign, transfer and quitclaim to WGDelaware the entire right, title and interest in and to said MARK, including any and all Certificates of Registration, together with any and all rights pertaining thereto, including the right to use and file for

registration of the MARKS in other countries, together with the good will of the business appurtenant to and symbolized by said MARKS and the registrations thereof.

## **II. INDEMNIFICATION**

A) WG shall defend, indemnify and hold WGDelaware harmless against all claims or liabilities arising out of or in any way connected to the use of the MARK prior to the date of this AGREEMENT.

B) In the event that WG receives notice, or is informed of any claim, suit or demand against either of them on account of any alleged infringement, unfair competition or similar matter relating to the MARK, they shall immediately notify WGDelaware of any such claim, suit or demand. If such claim, suit or demand came about because of WG's actions, either before or after the date of this AGREEMENT, then WG shall defend such claims at WG's sole cost and expense, but at WGDelaware's direction and with WGDelaware's approval. WGDelaware may, if it elects, itself defend, compromise or settle any such claim at its expense, and if it does so, its decision with regard thereto shall be final. WGDelaware shall have the sole and absolute discretion to settle or compromise any such claim.

C) In the event that WGDelaware receives notice, or is informed of any claim, suit or demand against it on account of any alleged infringement, unfair competition or similar matter relating to the MARK, and such claim, suit or demand came about because of the actions of WG either before or after the date of this AGREEMENT, then WG shall reimburse WGDelaware's entire costs and expenses with respect to its defense, compromise or settlement of any such claim. WGDelaware may demand partial reimbursement during such proceedings and does not have to wait until the conclusion of such proceedings before receiving at least partial

reimbursement from WG. WG shall have no say in the direction, approval or decisions made with respect to the defense, compromise or settlement of any such claim against WGDelaware.

D) WGDelaware shall not indemnify WG from losses, costs, or damages that may result from claims of infringement. WGDelaware, however, reserves the right to enter and conduct the defense in any claim of infringement regarding the mark.

### **III. OWNERSHIP**

A) WG and any subsequent or related entities agree that the MARK is the exclusive property of WGDelaware. WG or any subsequent or related entities shall not represent in any manner that they have any ownership rights in the MARK. WG or any subsequent or related entities shall not assign, transfer or sublicense the MARK. WG or any subsequent or related entities shall not represent in any manner that WG or any subsequent or related entities has a right to assign, transfer or sublicense the MARK. WG or any subsequent or related entities shall not claim adversely to WGDelaware any right or interest in and to (1) the MARK; (2) any trademarks, service marks, trade dress or trade names confusingly similar to the MARK; or (3) any goodwill or reputation associated with the MARK.

B) WG or any subsequent or related entities agree not to attempt to register, to use or to aid any third party in attempting to register or to use any trademark, service mark, trade dress or trade name, or apply for any copyright or design right which may, in the opinion of WGDelaware, be confusingly or substantially similar to the MARK in any country.

C) WGDelaware has the sole discretion to determine when, and if, any legal proceeding will be taken involving the MARK, WG or any subsequent or related entities shall not institute any legal proceeding involving the MARK. All use of the MARK after the date of

this AGREEMENT WG or any subsequent or related entities inures to the benefit of

WGDelaware.

D) Ownership of any copyrightable material created by or for the WG and/or any subsequent or related entities in connection with its use of the MARK shall be assigned, and is hereby assigned, to WGDelaware to the extent that WG or any subsequent or related entities can assign the copyright in such material.

E) WG or any subsequent or related entities agree to communicate to WGDelaware, or to its nominee, all known facts respecting said MARKS, to testify in any legal proceedings, to sign all lawful papers, to execute all papers, to make all rightful oaths, and generally to do everything possible to aid WGDelaware, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper protection and enforcement of said MARKS.

F) WG or any subsequent or related entities further covenant and agree that they will, each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said MARK in WGDelaware or any other entity requested by WGDelaware.

G) WGDelaware reserves the right to assign, in whole or in part, this AGREEMENT along with the transfer of one or more property rights of the MARK.

#### **IV. EQUITABLE RELIEF**

WG or any subsequent or related entities acknowledge that WGDelaware would be irreparably harmed by any breach of this AGREEMENT and that monetary relief would be inadequate to compensate WGDelaware for the breach. Accordingly, if WGDelaware shows

that WG or any subsequent or related entities breached or threatens to breach this AGREEMENT, WGDelaware will be entitled to injunctive relief in addition to monetary relief against WG or any subsequent or related entities. WGDelaware will not have to post bond or prove actual damages.

**V. NO JOINT VENTURE**

This AGREEMENT does not create a partnership, joint venture, or agency relationship between the parties hereto. WG or any subsequent or related entities have no power to obligate or bind WGDelaware.

**VI. RECORDAL**

WGDelaware may record this AGREEMENT with the U.S. Patent and Trademark Office and/or any other appropriate authority or agency. WG or any subsequent or related entities agree to cooperate in the recordations and to execute any necessary documents to effect these recordations.

**VII. NO IMPLIED WAIVERS**

The failure of one party to this AGREEMENT at any time to require performance by another party hereto of any provision hereof shall not affect in any way the right to require such performance at any later time nor shall the waiver by any party of a breach of any provision hereof be taken or held to be a waiver of such provision.

### **VIII. SEVERABILITY**

Nothing contained in this AGREEMENT shall be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provision of this AGREEMENT and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the provision of this AGREEMENT thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law. In the event that any part, article, paragraph, sentence or clause of this AGREEMENT shall be held to be indefinite, invalid or otherwise unenforceable, the indefinite, invalid or unenforceable part, sentence or clause shall be deemed deleted, and the remaining paragraph, sentence, clause and provisions of the AGREEMENT shall continue in full force and effect; however, WGDelaware, in its sole discretion, may decide that the remaining paragraph, sentence, clause and provisions no longer reflect the original intent of the parties and delete same.

### **IX. GOVERNING LAW**

This AGREEMENT shall be construed and interpreted under the laws of the State of Delaware and applicable federal law, as applied to contracts executed and performed within that State. The parties hereto agree to bring any action or proceeding relating to this AGREEMENT, its interpretation, performance or breach, in the federal or state courts located within the State of Delaware and in no other forum.



**X. NOTICES**

All notices under this AGREEMENT must be in writing and shall be delivered by personal service, telegram, or registered or certified mail, return receipt requested, postage prepaid, to the address listed in the AGREEMENT. All notices are effective on the date received. For registered or certified mail, the date received is the date indicated on the return receipt. Neither party may object to the manner of delivery of any written notice actually received by its authorized representative. Either party may change its address in accordance with this procedure.

**XI. MERGER AND INTEGRATION**

This AGREEMENT constitutes the entire agreement between the parties with respect to the ownership of the MARK. All prior agreements, promises, negotiations, representations and understandings between the parties with respect to the subject matter hereof are merged and integrated into this AGREEMENT.

**XII. AMENDMENT**

This AGREEMENT may be amended only by a writing that is signed by an authorized representative of the respective parties hereto and that makes specific reference to this AGREEMENT.

**XIII. COUNTERPARTS**

This AGREEMENT is executed in three counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument.

**XIV. CAPTIONS**

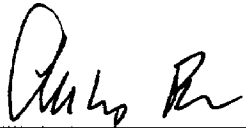
The captions of the sections and subsidiary sections of this AGREEMENT are included for reference purposes only and are not intended to be a part of this AGREEMENT or in any way to define, limit or describe the scope or intent of the particular provision to which they refer.


IN WITNESS WHEREOF, the parties have set their hands on the date(s) specified

below:

WHITE GLOVE, INC.

WHITE GLOVE OF DELAWARE, INC.

By:   
Anthony D. Baker

By:   
Lawrence J. Biasotto

Title: President

Title: President

Date: \_\_\_\_\_

Date: 3/6/03

Anthony D. Baker

Anthony D. Baker

Anthony D. Baker

Anthony D. Baker

Title: Majority Shareholder of  
White Glove, Inc.

Title: Individual Capacity

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

This \_\_\_\_\_ day of \_\_\_\_\_, 2003, before me, a Notary Public in and for the County of \_\_\_\_\_, State of Illinois, personally came the above-named Anthony D. Baker, known as the individual who executed the foregoing Agreement, who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

Witness my hand and Notarial seal the day and year immediately above-written.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT**

This \_\_\_\_\_ day of \_\_\_\_\_, 2003, before me, a Notary Public in and for the County of \_\_\_\_\_, State of Delaware, personally came the above-named Lawrence J. Biasotto, known as the individual who executed the foregoing Agreement, who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

Witness my hand and Notarial seal the day and year immediately above-written.

\_\_\_\_\_  
Notary Public