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TRADEMARKS ONLY

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):

American Isuzu Motors Inc.

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

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

3. Nature of conveyance:

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

Execution Date: May 6, 1999

2. Name and address of receiving party(ies)

Name: Isuzu Jidosha Kabushiki Kaisha,
Internal ta Isuzu Motors Limited
Address: _____

Street Address: 26-1, Minami-Oi 6-Chome
Shinagawa-ku
City: Tokyo State: Japan Zip: _____

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

OFFICE OF PUBLIC RECORDS
2003 APR 11 AM 9:37
FINANCE SECTION

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

A. Trademark Application No.(s) 75/418,008

B. Trademark Registration No.(s) _____

Additional number(s) attached Yes No

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

Name: Bruce L. Adams

Internal Address: _____

Street Address: 50 Broadway-31st Floor

City: New York State: NY Zip: 10004

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account
DEFICIENCY IN ENCLOSED FEE ONLY

8. Deposit account number:

01-0268

DO NOT USE THIS SPACE

9. Signature.

Bruce L. Adams
Name of Person Signing

[Signature]
Signature

April 7, 2003
Date

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

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

04/11/2003 DBYRNE 00000127 75418008

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40.00 DP

**MAILING CERTIFICATE ON
REVERSE SIDE OF PAGE
TRADEMARK
REEL: 002710 FRAME: 0755**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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Applicant: Isuzu Jidosha :
Kabushiki Kaisha, :
ta Isuzu Motors :
Limited :
(by assignment) :

Serial No. 75/418,008 :

Filed: January 14, 1998 :

Trademark: ISUZU GOLD STAR :
CERTIFIED USED :
TRUCK :

Class: 12 : Docket No. M006-3664-I

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ASSISTANT COMMISSIONER FOR TRADEMARKS
2900 Crystal Drive
Arlington, VA 22202-3513

POWER OF ATTORNEY AND APPOINTMENT
OF DOMESTIC REPRESENTATIVE

Power of Attorney

Isuzu Jidosha Kabushiki Kaisha, ta Isuzu Motors Limited, a Japanese corporation located and doing business at 26-1, Minami-Oi 6-Chome, Shinagawa-Ku, Tokyo, Japan, owner of the above-identified trademark, hereby revokes all former powers of attorney and appoints Bruce L. Adams and Van C. Wilks, whose postal address is Adams & Wilks, 50 Broadway,

31st Floor, New York, New York 10004, as applicant's attorneys, with full power of substitution and revocation, to prosecute said trademark application and to take any and all other actions with regard thereto.

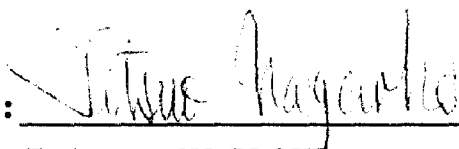
Appointment of Domestic Representative

ADAMS & WILKS, whose postal address is 50 Broadway, 31st Floor, New York, New York 10004, is designated applicant's representative upon whom notices or process in proceedings affecting the mark may be served.

Isuzu Jidosha Kabushiki Kaisha,
ta Isuzu Motors Limited

Dated: April 6, ~~XXXX~~
2001

By: _____


Tetsuo NAGAOKA
General Manager
Administration Control
Intellectual Property

ASSIGNMENT OF TRADEMARK RIGHTS

WHEREAS, American Isuzu Motors Inc. ("Assignor"), a California corporation with its principal place of business at 13340 183rd Street, Cerritos, California, 90702-6007, has common law rights in the mark that is the subject of this assignment and is the owner of the pending "Intent To Use" trademark application therefor set forth in Exhibit 1 and incorporated herein by reference;

WHEREAS, Isuzu Jidosha Kabushiki Kaisha, ta Isuzu Motors Limited ("Assignee"), a Japanese corporation with its principal place of business at 26-1, Minami-Oi 6-Chome, Shinagawa-Ku, Tokyo, Japan, is desirous of acquiring said mark, said common law rights, said application and the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the ISUZU GOLD STAR CERTIFIED USED TRUCK trademark and application therefor set forth in Exhibit 1 (collectively "Trademark"), together with that portion of its business relating to the mark and the goodwill appurtenant thereto.

Upon registration of the Trademark with the United States Patent and Trademark Office on either the Principal Register or Supplemental Register established by the Lanham Act of July 5, 1946, as amended, Assignor shall be permitted to continue to use the Trademark, as a licensee of Assignee, in accordance with a separate agreement.

Notwithstanding the above paragraph, however, until such time as the Trademark has registered with the United States Patent and Trademark Office on either the Principal Register or Supplemental Register established by the Lanham Act of July 5, 1946, as amended, Assignee grants to Assignor and its subsidiaries, affiliates and controlled companies, a non-exclusive, transferable, sublicensable,

royalty-free license to use the ISUZU GOLD STAR CERTIFIED USED TRUCK trademark.

Assignor agrees that the nature and quality of all goods and services provided by Assignee in connection with the Trademark shall conform to standards set by, and be under the control of, Assignee.

Assignee and Assignor shall use the Trademark in the form and manner and with appropriate legends as prescribed from time to time by Assignee. Assignor shall use the "TM" designation if the Trademark is not registered and the "®" designation if the Trademark is registered or becomes registered.

Assignee, at its sole expense, shall be responsible for the prosecution and maintenance of the Trademark until registration, and shall promptly inform Assignor if, for any reason, it cannot prosecute or maintain the Trademark. If Assignee provides such notice, Assignor shall have the right to assume and continue, at its own expense, the prosecution and maintenance of the Trademark.

In the event that Assignee or Assignor determines that a third-party is or may be infringing the Trademark, that party shall promptly notify the other party. Assignee may bring suit against such alleged infringer or it may delegate such rights to Assignor. Both parties shall cooperate with each other in all reasonable ways with any enforcement action.