

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
-----------------------	--

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CAR WASH ENTERPRISES, INC.		10/09/1995	CORPORATION:

RECEIVING PARTY DATA	
Name:	TOSCO CORPORATION
Street Address:	c/o Eugene W. Wong
Internal Address:	601 Union Street, #2600
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98101-4000
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Serial Number:	75191406	
Serial Number:	75191408	BROWN BEAR

CORRESPONDENCE DATA	
Fax Number:	(206)240-2486
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	206-624-1230
Email:	wong@lasher.com
Correspondent Name:	Eugene W. Wong, atty.
Address Line 1:	601 Union Street, #2600
Address Line 4:	Seattle, WASHINGTON 98101-4000

ATTORNEY DOCKET NUMBER:	MATTER NO. 13022
-------------------------	------------------

NAME OF SUBMITTER:	Eugene W. Wong
--------------------	----------------

Total Attachments: 6
 source=CWE#page1.tif
 source=CWE#page2.tif

OP \$65.00 75191406

source=CWE#page3.tif
source=CWE#page4.tif
source=CWE#page5.tif
source=CWE#page6.tif

AGREEMENT

THIS LEASE, ASSIGNMENT, LICENSE AND PURCHASE AGREEMENT (this "Agreement") is made as of the 9th day of October, 1995 (the "Agreement Date"), by and between **TOSCO CORPORATION**, a Nevada corporation ("Tosco"), and **CAR WASH ENTERPRISES, INC.**, a Washington corporation ("CWE").

RECITALS

A. CWE is engaged in the business (the "Business") of operating carwash facilities, Chevron-brand gasoline stations, and convenience stores at the Sites (as defined in Section 1.1). The headquarters of the business (the "Headquarter Site") is located at 3977 Leary Way N.W., Seattle, Washington 98107.

B. CWE also operates a non-Chevron-brand gasoline station at 16032 Aurora Ave North (the "Aurora 2 Site"), and has one undeveloped Site.

C. The Fee Sites (as defined in Section 1.1) are owned in fee by CWE. The Leased Sites (as defined in Section 1.1) are leased by CWE under the Primes Leases (as defined in Section 1.1).

D. Tosco desires to lease the Fee Sites from CWE, to have CWE assign the Prime Leases to it, to lease certain of the property of CWE used in the Business, to purchase certain property of CWE used in the Business, to obtain a license to use and subsequently purchase from CWE certain trade marks and trade dress used in the Business, to enter into a management agreement for the Aurora 2 Site, and to enter into certain other transactions with CWE, and CWE is willing to enter into all of such transactions with Tosco, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth in this Agreement, the parties agree as follows:

ARTICLE 1

TRANSACTIONS

Tosco and CWE agree to consummate all of the transactions described in this Article 1. References in this Agreement to the "transactions contemplated by this Agreement" include, but are not limited to, all of the transactions described in this Article 1.

1.1 Lease Agreement. At the Closing (as defined in Section 7.1), each of Tosco and CWE will execute and deliver to the other a Land, Improvements and Fixtures Lease Agreement in the form attached hereto as Exhibit 1.1 (the "Lease Agreement"), and Tosco will pay to CWE the sum of \$5,750,000, by bank wire transfer, on account of the security deposit required by Section 10.0 of the Lease Agreement (the "Security Deposit"). As used in this Agreement, the

terms "Improvements," "Land," "Leased Property," "Prime Lease," "Site," "Fee Site," "Leased Site" and "Additional Security Deposit" will have the meanings given those terms in the Lease Agreement.

1.2 License Agreement. At the Closing, each of Tosco and CWE will execute and deliver to the other a License Agreement in the form attached hereto as Exhibit 1.2 (the "License Agreement"), whereby CWE will grant to Tosco a license to use and a contingent right and obligation to buy the Licensed Property (as that term is defined in the License Agreement). CWE will enter into the License Agreement in consideration of the benefits to be derived by CWE as a result of the other transactions provided for in this Agreement and the Ancillary Agreements (as defined in Section 2.3) and for no other consideration. As used in this Agreement, the term "Licensed Property" will have the meaning given that term in the License Agreement.

1.3 Assignment of Contracts. At the Closing, each of Tosco and CWE will execute and deliver to the other an assignment agreement in the form attached hereto as Exhibit 1.3 (the "Assignment Agreement"), whereby CWE will assign to Tosco, and Tosco will assume, the contracts and agreements set forth on Schedule 1.3, which shall be attached prior to Closing (the "Assigned Contracts"). The sole consideration for the Assignment Agreement will be Tosco's assumption of the Assigned Contracts.

1.4 Assignment of Prime Leases. At the Closing, each of Tosco and CWE will execute and deliver to the other an Assignment and Assumption Agreement and Lessor's Consent in the form attached hereto as Exhibit 1.4 for each Prime Lease (each, a "Prime Lease Assignment"), whereby CWE will assign to Tosco, and Tosco will assume, the Prime Leases. The sole consideration for the Prime Lease Assignments will be Tosco's assumption of the Prime Leases.

1.5 Equipment Lease. At the Closing, each of Tosco and CWE will execute and deliver to the other an equipment lease in the form attached hereto as Exhibit 1.5 (the "Equipment Lease"), whereby CWE will lease to Tosco the equipment described therein (the "Leased Equipment").


1.6 Purchase and Sale of Assets. At the Closing, CWE shall sell, transfer and assign to Tosco, and Tosco shall purchase from CWE, the following assets (the "Purchased Assets"), for \$1,350,000 (the "Purchased Assets Purchase Price") to be paid by bank wire transfer at the Closing:

(a) All inventories of CWE—consisting of gasoline in storage, equipment, supplies and parts, and inventory at convenience stores—that are on hand at the Sites on the Closing Date (as defined in Section 7.1), other than any items of inventory that are obsolete or otherwise not merchantable (the "Inventory");

(b) All trucks, vehicles, and other rolling stock set forth on Schedule 1.6(b) to this Agreement (the "Vehicles");

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed by their authorized representatives on and as of the day and year first above set forth.

TOSCO CORPORATION

By 
Robert L. Lavinia, Senior Vice
President

CAR WASH ENTERPRISES, INC.

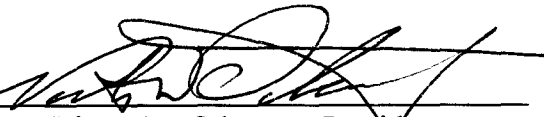
By 
Victor D. Odermat, President

Exhibit 1.2

TRADE NAME AND TRADEMARK LICENSE AGREEMENT

THIS TRADE NAME AND TRADEMARK LICENSE AGREEMENT (this "Agreement") is entered into effective as of December 1, 1995, by and between **CAR WASH ENTERPRISES, INC.**, a Washington corporation (herein "CWE"), and **TOSCO CORPORATION**, a Nevada corporation (herein "Tosco").

WHEREAS, CWE for many years has been engaged in the retail marketing of car wash services and related products and services in the State of Washington;

WHEREAS, because of the quality of CWE's car wash services, and related products and services purveyed by CWE under the name "Brown Bear", the public has come to associate a very high degree of consistency and quality with car washes, related products and services of CWE;

WHEREAS, CWE has made substantial expenditures in advertising and promoting its car washes, and related products and services using certain trademarks, service marks, trade dress, color schemes, designs and other verbal and non-verbal symbols that have come to represent "Brown Bear" throughout the State of Washington;

WHEREAS, Tosco and CWE have entered into an Agreement for the Lease, Assignment, License and Purchase by Tosco Corporation of Certain Assets of Car Wash Enterprises, Inc., as amended from time to time (the "Master Agreement") and certain other Ancillary Agreements, the latter of which are all of even date with this Agreement, whereby Tosco has acquired and leased certain assets and of CWE bearing the name "Brown Bear", with the option to add New and Managed Sites (herein the "Sites"); and

WHEREAS, Tosco wishes to use trademarks, service marks, trade dress, color schemes, designs, the name "Brown Bear" and other verbal and non-verbal symbols owned by CWE in conjunction with the retail marketing of car wash services and related products and services; now therefore,

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is acknowledged, and in consideration of the Land Lease and in exchange for the premises and agreements hereinafter set forth, the parties agree as follows:

I - Definitions

(A) "CWE" means Car Wash Enterprises, Inc. (and its successors in interest, whether corporations or individuals) to the extent, if any, that it has or asserts any ownership of or interest in the names "Brown Bear" and "Brown Bear Car Wash", the trade dress, the trademark, service mark, color schemes, designs, and verbal and non-verbal symbols associated with "Brown Bear" car washes.

(B) "Licensed Marketing Indicia" means the trade dress, color schemes, designs, and verbal and non-verbal symbols associated with "Brown Bear" car washes at any time up to the Effective Date, including but not limited to the typeface associated with signage displaying the name "Brown Bear" and the colors lime green and blue.

(C) "Licensed Trade Names" means "Brown Bear" and "Brown Bear Car Wash".

(D) "Licensed Marks" means "Brown Bear" and "Brown Bear Car Wash" in the same or similar type style, typeface, and color scheme as displayed on signage at CWE's car wash locations at any time up to the Effective Date.

(E) "Licensed Property" means the Licensed Marketing Indicia, the Licensed Trade Names and the Licensed Marks, collectively.

(F) "Licensed Territory" means world wide.

(G) "Effective Date" means the date first shown above.

(H) "Land Lease" means that certain Land, Improvements and Fixtures Lease Agreement entered into by the parties and dated December 1, 1995.

(I) "Ancillary Agreements" means all agreements and attached exhibits entered into between the parties or their shareholders, directors, officers, employees or affiliates arising from or related to the sale and lease from CWE to Tosco, including, without limitation, the Master Agreement, the Land Lease, the Equipment Lease, the Confidentiality Agreements, the Consulting Agreement and the Agreement Not To Compete.

II - License Grant

2.0 Subject to the terms and conditions of this Agreement and the Ancillary Agreements, CWE grants to Tosco the exclusive (except as provided in Section 2.4 below) right, license and authority to use the Licensed Property in the Licensed Territory for the term provided for herein. The license grant made pursuant to this Section 2.0 shall be revocable by CWE in accordance with terms provided for herein.

2.1 Tosco may not assign, transfer, encumber, pledge or sublicense, in whole or in part, the Licensed Property, or any right, title or interest in, to or under this Agreement, to any person at any time, and any such assignment, transfer, encumbrance, pledge or sublicense shall be void, unless Tosco shall obtain the prior written consent of CWE.

2.1.1 Provided that, so long as Tosco is not in default under the terms of this Agreement, Tosco may, without such consent of CWE:

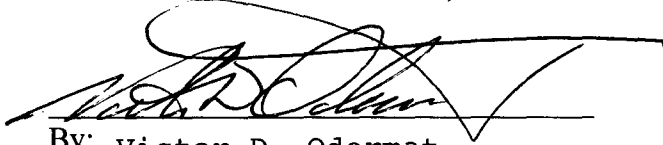
7.2 If any party shall default in its obligations under this Agreement, the parties each acknowledge that it would be extremely difficult to measure the resulting damages. Accordingly, any nondefaulting party, in addition to any other rights or remedies, shall be entitled to restraint by injunction of a violation, or attempted or threatened violation, of any obligation or provision of this Agreement, or to a decree specifically compelling performance of any such obligation or provision. In such event, all parties hereto each expressly waive any defense that a remedy in damages or at law would be adequate.

7.3 All other "Miscellaneous Provisions" of Article 10 of the Master Agreement shall, to the extent applicable and to the extent they are not inconsistent with any term or provision in this Agreement, apply with full force and effect to this Agreement as if fully set forth herein.

7.4 In the event of a conflict between the terms of this License Agreement and those of the Master Agreement, the terms of the Master Agreement that are in conflict shall be deemed to control.

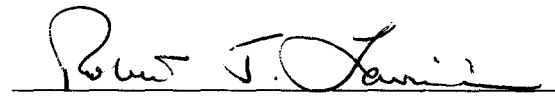
IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed at Seattle, Washington effective as of the date first above shown.

CAR WASH ENTERPRISES, INC.



By: Victor D. Odermat
Title: President

TOSCO CORPORATION



By: Robert J. Lavinia
Title: Exec. Vice President