

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
CONOCOPHILLIPS COMPANY		08/15/2003	CORPORATION: DELAWARE

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

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

CORRESPONDENCE DATA	
Fax Number:	(206)340-2563
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	206-654-2486
Email:	wong@lasher.com
Correspondent Name:	Eugene W. Wong, atty.
Address Line 1:	601 Union Street, #2600
Address Line 4:	Seattle, WASHINGTON 98101

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

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

Total Attachments: 12
 source=CWE3#page1.tif
 source=CWE3#page2.tif

OP \$65.00 75191406

source=CWE3#page3.tif
source=CWE3#page4.tif
source=CWE3#page5.tif
source=CWE3#page6.tif
source=CWE3#page7.tif
source=CWE3#page8.tif
source=CWE3#page9.tif
source=CWE3#page10.tif
source=CWE3#page11.tif
source=CWE3#page12.tif

LEASE TERMINATION AGREEMENT

This Agreement is made as of August 15, 2003 by and between:

Car Wash Enterprises, Inc., a Washington corporation
606 120th Ave NE, Suite D 103
Bellevue, WA 98005 ("CWE")

And

ConocoPhillips Company, a Delaware corporation
Successor by Merger to Tosco Corporation
1500 N. Priest Drive
Tempe, AZ 85281 ("COP")

RECITALS

Reference is made to the following agreements:

- A) Land, Improvements and Fixtures Lease Agreement dated December 1, 1995 and Amendments 1,2,3 and 4 thereto. ("Land Lease")
- B) Equipment Lease Agreement dated December 1, 1995 and Amendments 1,2, and 3 thereto. ("Equipment Lease")
- C) Agreement for the Lease, License, and Purchase by Tosco Corporation of Certain Assets of Car Wash Enterprises, Inc. dated October 9, 1995 ("Master Agreement")
- D) First Amendment to the Master Agreement and Hypothecation Agreement with Seattle-First National Bank, now doing business as Bank of America dated December 1, 1995 ("C.D. Agreement")
- E) Settlement Agreement and Amendments to Master Agreement and Ancillary Agreements between Car Wash Enterprises, Inc. and Tosco Corporation dated ("Settlement Agreement")
- F) Trade Name and Trademark License Agreement; Agreement Not to Compete; and Consulting Agreement dated December 1, 1995 (collectively, "Ancillary Agreements")
- G) The foregoing agreements collectively are sometimes referred to herein as the "Operative Documents"



Agreement or any agreement or instrument delivered pursuant hereto (the "Indemnified Party") proposes to demand indemnification from the other person (the "Indemnifying Party") in connection herewith or therewith, the Indemnifying Party shall be given prompt notice thereof (a "Claim Notice") together with copies of written information relating to such claims, and shall have the right to assume and control of the defense, compromise or settlement thereof. Unless within 20 business days after such notice is given to the Indemnifying Party, the Indemnifying Party gives the Indemnified Party notice of its election to assume such control, the Indemnifying Party shall be deemed to have waived such right. If the Indemnifying Party does elect to assume such control, (i) its defense against the action, suit, proceeding or claims shall be conducted by the Indemnifying Party and its counsel at its expense in a manner reasonably satisfactory and effective to protect the Indemnified Party fully and (ii) the Indemnifying Party and its counsel will keep the Indemnified Party fully advised as to its conduct of such defense. If the Indemnifying Party shall undertake at any time to compromise any action, suit, proceeding or claim, it shall promptly notify the Indemnified Party of its intention to do so. The Indemnifying Party shall not enter into any compromise or settlement hereunder without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld.

If the Indemnifying Party should not elect to assume control of the defense or should it fail to defend against any such action, suit, proceeding or claim, or if it should fail to conduct such defense in a manner reasonably satisfactory and effective to protect the Indemnified Party fully, the Indemnified Party may assume control of the defense and with the consent of the Indemnifying Party, which shall not be unreasonably withheld, settle the action, suit, proceeding or claim at the Indemnifying Party's expense.

Notwithstanding the foregoing, each of the Indemnified Party and Indemnifying Party shall have the right at all times to participate in the defense of any action, suit, proceeding, claims, demand or assessment hereunder with its own counsel and at its own expense.

19.0 CLOSING

The Escrow Agent shall be Land America Title Insurance Company – National Accounts, Dallas, Texas.

Closing shall occur on Tuesday, September 30, 2003 at the Seattle offices of the Escrow Agent.

The Closing Date shall be Tuesday, September 30, 2003 ending at 12:00 o'clock midnight.

Title shall pass upon recordation of the Special Warranty Deeds, Memoranda of Lease Termination and Memoranda of Lease Assignment in the county recorder's offices of King, Pierce and Snohomish counties.

Subject to Closing occurring, transfer of possession of the Sites shall take place at 6:00 o'clock a.m. on Tuesday, September 30, 2003.

Risk of loss shall pass to CWE upon transfer of possession. The respective indemnification obligations of the parties pursuant to Sections 18.1, 18.2 and 18.3 above shall obtain and be of full force and effect coincidental with transfer of possession.

19.1 Actions of the Parties at Closing:

At Closing, COP and CWE will execute and acknowledge the Special Warranty Deeds, Memoranda of Lease Termination and the Memoranda of Lease Assignment and deliver same to Escrow Agent for recordation. CWE shall execute, acknowledge and deliver to COP such additional agreements, certificates and documents as may be required by the terms of this Agreement or reasonably requested in order to give effect to the transactions contemplated herein.

COP shall pay CWE the Lease Termination Fee and the Property Restoration Fee. in the amount as adjusted by the terms and provisions of this Agreement by bank wire transfer to an account designated by CWE.

COP shall execute such instruments and documents as may be necessary to assign to CWE all right, title and interests of COP in those certificates of deposit with Bank of America - Columbia Tower Branch, Seattle including any interest earned, accrued or owing thereon as of the effective date of assignment. The assignment shall be effective January 2, 2004.

The parties shall reconcile and calculate the purchase price to be paid by CWE to COP for the inventories, supplies and motor vehicles pursuant to Section 13.0__. CWE shall remit payment outside Escrow by electronic wire transfer to an account designated by COP no later than five (5) banking days after the Closing Date.

The parties shall execute the 76 Branded Reseller Agreement in the form attached hereto as Exhibit A and such forms and ancillary agreements as necessary to give effect to the transactions described therein.

The parties shall execute the Environmental Agreement in the form attached hereto as Exhibit B and such forms and ancillary agreements as necessary to give effect to the transactions described therein. In

connection therewith, the Agreement regarding a transfer of the Trademark and Trade Names attached hereto as Exhibit E shall be executed.



20.0 POST CLOSING COOPERATION

The parties agree to cooperate and use reasonable commercial efforts to promptly conclude any transactions contemplated herein which have not been fully concluded by the Closing Date. The parties agree to execute all documents reasonably necessary to carry out the intentions of this Lease Termination Agreement and all of its Exhibits.

21.0 CONFIDENTIALITY

The parties agree that the terms and conditions of this Agreement are confidential. Each of the parties agrees that it will, and it will cause its respective officers, directors, employees, agents and consultants to, not make any written or oral disclosures related to the existence or contents of this Agreement without the prior written consent of the other party, except (a) disclosure to its officers, employees, major creditors, legal and other consultants and other persons having a need to know in order to advance the prospects of the transactions contemplated hereby, and (b) any disclosure required by law or regulation (in the event of such required disclosure, advance notice shall be given to the other party). Promptly following the execution of this Agreement, the parties agree to prepare and distribute a mutually acceptable press release describing in general terms (without reference to the Termination Fee, in existence or amount) the transactions contemplated by this Agreement.

22.0 DISPUTE RESOLUTION

In the event any dispute arises between the parties arising from, regarding or relating to this Agreement (except for disputes arising from, regarding or relating to the Environmental Agreement which contains its own terms and provisions for dispute resolution), such dispute shall be resolved as follows:


The parties shall first attempt to resolve such dispute by good faith negotiations. If any dispute cannot be resolved by direct negotiations within fifteen (15) days or such longer time as is mutually agreed by the parties, the parties shall then attempt in good faith to resolve such dispute through mediation. The goal of the mediation shall be fairly to resolve each dispute in a manner which effectuates the parties' intent as set forth in the relevant provisions of this Agreement. Any party desiring mediation may begin the process by giving the other party a written request which describes the issues involved and which invites the other party to join in naming a mutually agreeable mediator. The parties shall select a mediator within fifteen (15) days after the request for mediation. The mediation will be conducted in Seattle, Washington. The parties and the mediator may adopt any

doctrine. Venue for any action hereunder shall lie in the Superior Court of King County, Washington.

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 set forth.

ConocoPhillips Company

Car Wash Enterprises, Inc.

By: 
Title: Attorney in Fact

By: 
Title: PRESIDENT

//

EXHIBIT LIST

- Exhibit A: 76 Branded Reseller Agreement
- Exhibit B: Environmental Agreement
- Exhibit C: Office Sublease
- Exhibit D: Office Space Occupancy Lease
- Exhibit E: Transfer of Trademark and Trade Names ←

//

Exhibit E

TRADE NAME AND TRADEMARK TRANSFER AGREEMENT

This Trade Name and Trademark Transfer Agreement (this "Agreement") is entered into effective as of January 5, 2004 by and between Car Wash Enterprises, Inc., a Washington corporation ("CWE") and ConocoPhillips Company, a Delaware corporation ("COP").

Whereas CWE and COP have entered into a 76 Branded Reseller Agreement pursuant to which COP will supply CWE 76 branded motor fuel products for a term of years at CWE retail locations developed with gasoline dispensing and car wash facilities;

Whereas COP has been engaged in the retail marketing of car wash services and related products and services in the State of Washington under the name "Brown Bear";

Whereas, COP owns 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, COP has determined to cease the use of the trademarks, service marks, trade dress, color schemes and other verbal and non-verbal symbols at its retail locations that have come to represent "Brown Bear"; and

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

IN CONSIDERATION OF the 76 Branded Reseller Agreement which CWE and COP have entered into and for other valuable consideration the receipt and sufficiency of which is acknowledged, the parties agree as follows:

I – Definitions

- (A) "CWE" means Car Wash Enterprises, Inc. (and its successors in interest, whether corporations or individuals)
- (B) "COP" means ConocoPhillips Company (and its predecessors in interest, its subsidiaries and affiliates).
- (C) "Marketing Indicia" means the trade dress, color schemes, designs and verbal and non-verbal symbols associated with "Brown Bear" car washes

including but not limited to the typeface associated with signage displaying the name "Brown Bear" and the colors lime green and blue.

- (D) "Marks" means "Brown Bear" and "Brown Bear Car Wash" in the same similar type style, typeface and color schemes as displayed on signage at COP's car wash locations.
- (E) "Trade Names" means "Brown Bear" and "Brown Bear Car Wash".
- (F) "Transferred Property" means the Marketing Indicia, the Marks, and the Trade Names, collectively;

II – Transfer

- 2.0 COP hereby assigns, conveys and transfers all of COP's right, title and interest in the Transferred Property to CWE as of the date first shown above.
- 2.1 As to the Trade Names, this Agreement constitutes an assignment and transfer of any "fictitious name" registration or assumed business name filing that COP may have heretofore caused to be registered or filed. COP agrees to cooperate with CWE, at CWE's sole expense, to re-register, amend or modify such registrations in jurisdictions where currently filed and agrees that CWE may make such registrations or filings in its own name and stead in jurisdictions where COP has heretofore made no such filings or registrations. Attached hereto as Schedule 2.1 is a list of the jurisdictions in which COP has filed "fictitious name" registrations or assumed business names for the Trade Names.
- 2.2 CWE acknowledges that this Agreement is not a "Franchise" or "Business Opportunity" or the "Sale" of a "Security" within in the meaning or construction of any local, state or federal law, including without limitation, the Washington Franchise Investment Act (RCW Ch. 19.100), the Washington Securities Act (RCW Ch. 21.20) and the federal Securities Act of 1933 and the Securities Exchange Act of 1934, all as may be amended from time to time.
- 2.3 As to the Marks, this Agreement constitutes an assignment and transfer of any state or federal registrations of the Marks that COP may heretofore caused to be registered. COP agrees to cooperate with CWE, at CWE's sole expense, to re-register such registrations in jurisdictions in its own name and stead. Attached hereto as Schedule 2.3 is a list of state or federal registrations of the Marks made by COP.

III – Ownership of the Transferred Property

- 3.0 COP MAKES NO REPRESENTATIONS OR WARRANTIES AS TO ITS PROTECTION OR OWNERSHIP OF THE TRANSFERRED PROPERTY AND DISCLAIMS ANY LIABILITY WHATSOEVER IN CONNECTION WITH CLAIMS FOR INFRINGEMENT OF OR ASSERTION OF PROPRIETARY INTERESTS IN THE TRANSFERRED PROPERTY BY OTHER PERSONS, WHETHER NOW OR HEREAFTER MADE. CWE ACKNOWLEDGES THAT COP IS ASSIGNING AND TRANSFERRING THE RIGHTS AND INTERESTS OF COP ONLY TO THE EXTENT THAT COP HAS SUCH RIGHTS AND INTERESTS. IF THE TRANSFERRED PROPERTY ARE FOUND TO BE INVALID, DEFECTIVE AND NOT THE PROPERTY OF COP, CWE SHALL HAVE NO CLAIM AGAINST COP IN LAW OR EQUITY SEEKING COMPENSATION OR REDRESS FOR ANY SUCH INVALIDITY OR DEFECT AND HEREBY EXPRESSLY WAIVES THE RIGHT TO PURSUE ANY SUCH ACTION OR PROCEEDING.
- 3.1 Except as set forth on Schedule 3.1 attached hereto, CWE has no knowledge of adverse claims to the Trade Names or Marks.
- 3.2 CWE shall defend, assume and hold COP harmless from all loss, damage or expense (including reasonable attorneys fees) for suits or claims of any kind by other persons for infringement of or assertion of proprietary interests in the Transferred Property.

IV – Cessation of Use of Marks and Trade Names on Signage by COP

- 4.0 CWE understands and acknowledges that COP displays the Marks and Trade Names on signage at certain of its retail gasoline stations with car wash facilities in the State of Washington as of the date of this Agreement. COP shall cease the display of the Marks and Trade Names at those facilities (or wherever displayed) by removal or paint over of such signage. Provided however, COP shall have a period of time beginning October 1, 2003 and ending January 30, 2004 (the "Phase Out Period") to remove or paint over such signage displaying the Marks or Trade Names. CWE hereby grants COP a temporary and limited license to display the Marks or Trade Names on signage at COP's facilities where currently displayed until removal or paint over of such signage has been completed or the expiration of the Phase Out Period, whichever first occurs.

V – Miscellaneous

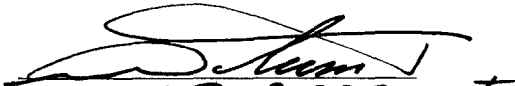
5.0 If any party shall default in its obligations under this Agreement, the parties each acknowledge that it would be extremely difficult to measure the resulting damages. Accordingly, any non-defaulting party, in addition to any other rights or remedies, shall be entitled to restraint by injunction 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.

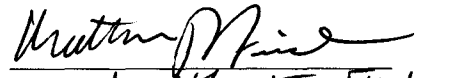
5.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its conflicts of law doctrine. Venue for any action hereunder shall lie in the Superior Court of King County, Washington.

Executed by the parties as of the date first above written.

Car Wash Enterprises, Inc.

ConocoPhillips Company


Name: VICTOR P. ODEH
Title: PRESIDENT


Name: Matthew T. Fischer
Title: Attorney in Fact

TRADEMARK

REEL: 002775 FRAME: 0278

Schedule 2.1 to
Trade Name and Trademark Transfer Agreement

Assumed Name Registration

Circle K Stores Inc. *dba*

"Brown Bear Car Wash"

10913 Bridgeport Way, Tacoma, WA 98499
22706 Marine View Drive So., Des Moines, WA 98188
77 Rainier Ave. So., Renton, WA 98055
814 Auburn Way So., Auburn, WA 98002
11710 Aurora Ave. N., Seattle, WA 98133
16032 Aurora Ave. N., Seattle, WA 98133
1800 15th Ave. W., Seattle, WA 98119
621 Rainier Ave. S., Renton, WA 98055
3523 Broadway, Everett, WA 98201
5111 15th Ave NW, Seattle, WA 98107
3920 Auburn Hwy N., Auburn, WA 98002
12302 NE 124th St., Kirkland, WA 98033
15248 BEL-RED Road, Redmond, WA 98052
13204 Pacific Avenue, Parkland, WA 98444
14801 NE 8th St., Bellevue, WA 98004
22121 SE 56th St., Issaquah, WA 98107
12506 15th Ave NE, Seattle, WA 98125
4111 NE 4th, Renton, WA 98506
3724 128th Ave SE, Bellevue, WA 98006
17809 Fall City- Redmond Rd., Redmond, WA 98007
5950 6th Ave., Tacoma, WA 98406

Jurisdiction: State of Washington, Department of Licensing

TRADEMARK

REEL: 002775 FRAME: 0279

SCHEDULE 2.3

MARK	REGISTRATION NO.	CLASS
Brown Bear (words)	2,103,523	37
Bear Head Design	2,103,522	37
Brown Bear – State of Washington	File #25670	37
Bear Head Design – State of Washington	File #25671	37

MA