

01-15-2004



102647767

To the Honorable Commission...

attached original documents or copy thereof.

1. Name of conveying party(ies):  
 AE Europe, LLC; AE Europe Holdings, Inc.;  
 and AE Europe Group, LLC

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: CapitalSource Finance LLC  
 Internal  
 Address: 12th Floor

Street Address: 4445 Willard Avenue  
 City: Chevy Chase State: MD Zip: 20815

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State  
 Other Limited Liability Company

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: December 19, 2003

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) 76/145351  
 \_\_\_\_\_  
 \_\_\_\_\_

B. Trademark Registration No.(s) 1,398,893  
 \_\_\_\_\_  
 \_\_\_\_\_

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Thomas A. Kulik  
 Internal Address: Patton Boggs LLP  
 Suite 3000  
 \_\_\_\_\_  
 Street Address: 2001 Ross Avenue  
 \_\_\_\_\_  
 City: Dallas State: TX Zip: 75201

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41).....\$ 315.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
 50-2816

DO NOT USE THIS SPACE

9. Signature.  
 \_\_\_\_\_  
 Thomas A. Kulik  
 Name of Person Signing

\_\_\_\_\_  
 Signature

January 8, 2004  
 \_\_\_\_\_  
 Date

01/14/2004 ECOOPER 00000279 502816 76145351

Total number of pages including cover sheet, attachments, and document: 19

01 FC:8521 40.00 DA  
02 FC:8522 275.00 DA

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

TRADEMARK  
REEL: 002897 FRAME: 0274

**CONTINUATION OF ITEM 4**

**REGISTRATIONS**

2,257,786

1,703,776

2,255,968

2,283,785

2,002,726

**APPLICATION NUMBER**

76/540996

76/540997

78/194700

78/151892

78/151874

013043.0227:267382.1

**TRADEMARK**  
**REEL: 002897 FRAME: 0275**

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, this "**IP Security Agreement**") is made and effective as of December 19, 2003 by each of the signatories hereto listed as a "Grantor" (together with any other entity that may become a party hereto pursuant to a Joinder Agreement, each a "**Grantor**" and ,collectively, the "**Grantors**"), in favor of **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company, as agent for the Creditors (in such capacity, the "**Agent**"). Capitalized terms used in this IP Security Agreement and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Loan Agreement.

### RECITALS

**WHEREAS**, pursuant to that certain Revolving Credit, Term Loan, Note Purchase and Security Agreement, dated as of the date hereof, by and among AE Europe, LLC (to be renamed Auto Europe, LLC on or about the date hereof), a Delaware limited liability company ("**Borrower**"), the Agent and the Creditors (as amended, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), the Creditors have agreed, subject to the terms and conditions set forth therein, to lend to Borrower certain amounts pursuant to a revolving credit facility and a term loan and to purchase certain term notes from Borrower (collectively, the "**Loans**");

**WHEREAS**, Borrower and Grantors are members of an affiliated group of companies;

**WHEREAS**, the proceeds of the extensions of credit and other financial accommodations under the Loan Agreement will be used in part to enable Borrower to make valuable transfers to the other Grantors and the other Grantors to make valuable transfers to Borrower in connection with the operation of their respective businesses;

**WHEREAS**, Borrower and the other Grantors are engaged in related businesses, and the other Grantors will derive substantial direct and indirect benefit from the making of the extensions of credit and other financial accommodations by the Creditors under the Loan Agreement;

**WHEREAS**, as a condition to Agent's and Creditors' obligation to enter into the Loan Agreement and to make the Loans to Borrower pursuant to the Loan Agreement, Grantors (other than Borrower) have guaranteed the obligations of Borrower pursuant to that certain Guaranty dated of even date hereof (as amended, supplemented or modified from time to time, the "**Guaranty**"); and

**WHEREAS**, it is a condition precedent to the obligation of the Agent and the Creditors to execute and perform under the Loan Agreement that Grantors shall have executed and delivered this IP Security Agreement to the Agent, for the ratable benefit of the Creditors.

## AGREEMENT

**NOW, THEREFORE**, in consideration of the willingness of the Agent and the Creditors to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to the Borrower pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Grant of Security Interest.** To secure the Guaranteed Obligations (as defined in the Guaranty) and the Obligations (the Guaranteed Obligations and the Obligations, collectively, are referred to hereinafter as the "**Secured Obligations**"), each Grantor hereby grants to Agent, for the ratable benefit of the Creditors, a continuing security interest in all of the right, title and interest of such Grantors in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property for which the granting of a security interest therein would void or result in the termination, invalidation, cancellation or abandonment such Intellectual Property (the "**IP Collateral**");

(a) The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, for the works set forth on Schedule A attached hereto (collectively, the "**Copyrights**");

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**");

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the "**Trademarks**");

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "**Domain Names**");

(e) Any and all claims and causes of action for past, present or future infringement of any of the IP Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the IP Collateral;

(f) Any and all licenses or rights granted under any of the IP Collateral, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the IP Collateral; and

(h) Any and all products and proceeds of any of the foregoing.

2. **Requested Recordation.** Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security

Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Agent and the Creditors in the IP Collateral.

3. **Assignment.** Upon the occurrence and during the continuance of an Event of Default, each Grantor shall execute and deliver to Agent an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to the Agent, for the ratable benefit of the Creditors.

4. **Power of Attorney.** Each Grantor hereby irrevocably grants to the Agent, for the ratable benefit of the Lenders, a power of attorney, to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of such Grantor, from time to time in the Agent's discretion, to take any action and to execute any instrument that the Agent may deem necessary or advisable in its Permitted Discretion to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) Upon no less than two (2) Business Days prior written notice to Borrower, to modify or amend (in the Permitted Discretion of the Agent and without first obtaining such Grantor's approval thereof or signature thereto) Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by such Grantor after the execution hereof or to delete any reference to any IP Collateral in which such Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the Permitted Discretion of the Agent and without first obtaining such Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Agent's interest or such Grantor's rights in the IP Collateral, including, without limitation, (i) to execute and file any financing statement, any continuation statement or any amendment thereto, and (ii) to execute and file any applications for renewal, affidavits of use, affidavits of incontestability or similar document or proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction or relevant domain name registrar, and (iii) to execute and file any response or answer to any opposition, interference or cancellation proceedings brought by a third party, and (iv) to pay any fees and taxes in connection with any action referred to in this paragraph (b) or otherwise (in the case of each of clauses (i) through (v) above, to the extent such Grantor fails to do so within two (2) Business Days after Agent's request or the time Grantor is otherwise obligated to do so);

(c) To execute any document required to acknowledge, register or perfect the interest of the Agent and the Creditors in any part of the IP Collateral without the signature of such Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the respective Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as Agent deems in its Permitted Discretion

to be in the best interest of Agent, (iii) grant or issue any exclusive or non-exclusive license under the IP Collateral to anyone or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not then pending) secured hereby have been unconditionally and indefeasibly paid or performed in full and the Loan Agreement has been terminated (except for any obligations designated under the Loan Agreement as continuing on an unsecured basis).

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to each of the Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not then pending) secured hereby (unconditionally and indefeasibly) and (b) the termination of the Loan Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Agent (at the Grantors' request and sole expense) shall promptly execute and deliver to the Grantors (without any representation, warranty or recourse of any kind whatsoever) such documents as the Grantors may reasonably request and as are provided to the Agent to evidence such termination.

6. Newly Registered Copyrights, Patents and Trademarks. Each Grantor hereby agrees to provide the Agent, for the ratable benefit of the Lenders, every three (3) months, a schedule of newly registered Copyrights, Patents, Trademarks and Domain Names (if any).

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Agent, for the ratable benefit of the Creditors, under the Loan Agreement. The rights and remedies of the Grantors and the Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Agreement or the other Loan Documents, the provisions of the Loan Agreement or the other Loan Documents shall govern.


(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

***[Remainder of Page Intentionally Blank; Signature Pages Follow]***


**IN WITNESS WHEREOF**, the parties hereto have executed this IP Security Agreement as of the date first written above.

**GRANTORS:**


**AE EUROPE, LLC** (to be renamed Auto Europe, LLC on or about the date hereof)

By:   
Name: Leonard A. Potter  
Title: Vice President and Secretary

**AE EUROPE HOLDINGS, INC.**

By:   
Name: Leonard A. Potter  
Title: Vice President and Secretary

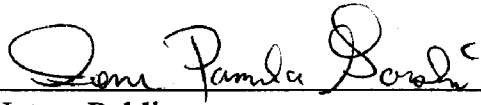
**AE EUROPE GROUP, LLC**

By:   
Name: Leonard A. Potter  
Title: Vice President and Secretary

ACKNOWLEDGMENT

STATE OF NEW YORK §  
§ SS  
COUNTY OF NEW YORK §

Before me, the undersigned, a Notary Public, on this ~~19th~~ day of December, 2003, personally appeared Leonard A. Potter to me known personally, who, being by me duly sworn, did say that he is the Vice President and Secretary of AE Europe, LLC (to be renamed Auto Europe, LLC on or about the date hereof), as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or members, as applicable, and the said Vice President and Secretary acknowledged said instrument to be his free act and deed.



Notary Public  
My Commission Expires: \_\_\_\_\_

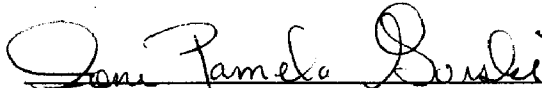
IONE PAMELA CORSKI  
Notary Public, State of New York  
No. 01304736019  
Qualified in New York County  
Commission Expires June 7, 2007



ACKNOWLEDGMENT

STATE OF NEW YORK §  
§ SS  
COUNTY OF NEW YORK §

Before me, the undersigned, a Notary Public, on this 19<sup>th</sup> day of December, 2003, personally appeared Leonard A. Potter to me known personally, who, being by me duly sworn, did say that he is the Vice President and Secretary of AE Europe Holdings, Inc., as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or members, as applicable, and the said Vice President and Secretary acknowledged said instrument to be his free act and deed.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

IONE PAMELA GORSKI  
Notary Public, State of New York  
No. 01GO4785012  
Qualified in New York County  
Commission Expires June 7, 2007

ACKNOWLEDGMENT

STATE OF NEW YORK §  
  §       SS  
COUNTY OF NEW YORK §

Before me, the undersigned, a Notary Public, on this 19th day of December, 2003, personally appeared Leonard A. Potter to me known personally, who, being by me duly sworn, did say that he is the Vice President and Secretary of AE Europe Group, LLC, as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or members, as applicable, and the said Vice President and Secretary acknowledged said instrument to be his free act and deed.

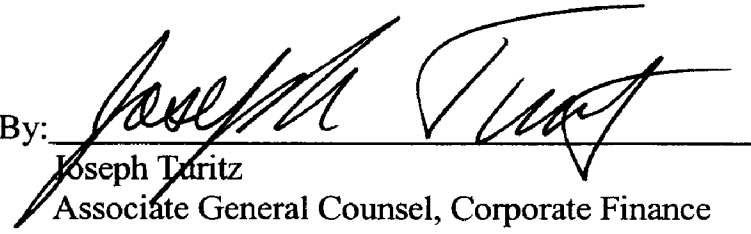
Ione Pamela Gorski  
Notary Public  
My Commission Expires: \_\_\_\_\_

IONE PAMELA GORSKI  
Notary Public, State of New York  
No. 01GO4706010  
Qualified in New York County  
Commission Expires June 7, 2007

**AGENT:**

**CAPITALSOURCE FINANCE LLC**

By: \_\_\_\_\_

  
Joseph Taritz

Associate General Counsel, Corporate Finance

ACKNOWLEDGMENT

STATE OF NEW YORK §  
§ SS  
COUNTY OF NEW YORK §

Before me, the undersigned, a Notary Public, on this \_\_\_ day of December, 2003, personally appeared Joseph Turitz to me known personally, who, being by me duly sworn, did say that he is the Associate General Counsel, Corporate Finance of CapitalSource Finance LLC, as Agent, and that said Intellectual Property Security Agreement was signed on behalf of said Agent, and the said Associate General Counsel, Corporate Finance acknowledged said instrument to be his free act and deed.

*Jane Pamela Gorski*  
Notary Public  
My Commission Expires: \_\_\_\_\_

JANE PAMELA GORSKI  
Notary Public, State of New York  
No. 01GO4796019  
Qualified in New York County  
Commission Expires June 7, 2007

**SCHEDULE A**

**COPYRIGHT COLLATERAL**

**Registered Copyrights**

NONE

**Pending Copyright Applications**

NONE

**SCHEDULE B**

**PATENT COLLATERAL**

Registered Patents

NONE

Pending Patent Applications

NONE

# SCHEDULE C

## TRADEMARK COLLATERAL

### Registered Trademarks

Trademark	Jurisdiction	Status	App Date	Reg Date	App No	Reg. No.
AUTOEUROPE	Australia	Registered	12-Oct-2000	12-Oct-2000	853332	853332
KEMWEL & DESIGN	Austria	Registered		5-Aug-1988		120738
AUTOEUROPE	Barbados	Registered	12-Oct-2000	12-Sep-2001	81/12221	81/12221
AUTOEUROPE	Barbados	Registered	12-Oct-2000	12-Sep-2001	81/12222	81/12222
AUTOEUROPE	Barbados	Registered	12-Oct-2000	12-Sep-2001	81/12223	81/12223
AUTOEUROPE	Barbados	Registered	12-Oct-2000	12-Sep-2001	81/12224	81/12224
KEMWEL & DESIGN	Benelux	Registered		16-Feb-1988 (renewed 1998)		442004
AUTOEUROPE	Bulgaria	Registered	12-Oct-2000	28-Oct-2002	51753	43137
KEMWEL	Canada	Registered	16-Jun-1998	9-Nov-1999	881600	TMA 519234
AUTO-EUROPE	Canada	Registered		07-Mar-1994		R.N.424,839
AUTO-EUROPE & design	Canada	Registered		07-Jan-1997		R.N.468,301
KEMWEL (DESIGN)	Canada	Registered		23-Dec-1988	601294	TMA 349505
AUTOEUROPE	Cuba	Registered	16-Oct-2000	16-Oct-2000	2000 - 1540	2000 - 1540
AUTOEUROPE	Dominican Republic	Registered	12-Oct-2000	15-Mar-2001	None allocated	119612
AUTOEUROPE	Dominican Republic	Registered	12-Oct-2000	28-Feb-2001	None allocated	119683
AUTOEUROPE	Dominican Republic	Registered	12-Oct-2000	28-Feb-2001	None allocated	119684
AUTOEUROPE	Dominican Republic	Registered	12-Oct-2000	28-Feb-2001	None allocated	119685
KEMWEL & DESIGN	France	Registered		19-Feb-1988 (renewed 1998)		1450780
AUTOEUROPE	Indonesia	Registered	11-Jan-2001	3-Dec-2001	D00-23897	
AUTOEUROPE	Indonesia	Registered	11-Jan-2001	18-Feb-2002	J00-23898	498454
AUTOEUROPE	Indonesia	Registered	11-Jan-2001	18-Feb-2002	J00-23899	498455
AUTOEUROPE	Indonesia	Registered	11-Jan-2001	18-Feb-2002	J00-23900	498450
KEMWEL & LOGO	Italy	Registered		10-Apr-1988 (renewed 8-Mar-2001)		521,154 (renewed as 838844)
DESTINATION WORLD AE Plus Design	Italy	Registered		18-Jun-1997		714325
AUTOEUROPE	Jamaica	Registered	11-Oct-2000	11-Oct-2000	16/3148	B38385
AUTOEUROPE	Malta	Registered	14-Aug-2000	16-Apr-2002	32162	32162

Trademark	Jurisdiction	Status	App Date	Reg Date	App No	Reg. No.
AUTOEUROPE	Mexico	Registered	12-Oct-2000	28-Jun-2001	452614	704460
AUTOEUROPE	Mexico	Registered	12-Oct-2000	30-May-2001	452613	700460
AUTOEUROPE	Mexico	Registered	12-Oct-2000	29-Jun-2001	452612	705496
AUTOEUROPE	Mexico	Registered	12-Oct-2000	30-May-2001	452611	700459
AUTOEUROPE	Norway	Registered	12-Oct-2000	8-May-2003	200012252	218831
KEMWEL & DESIGN	Poland	Registered		19-Jul-1993		73376
MYTRAVEL AUTOEUROPE	Switzerland	Registered	10-Dec-2001	10-Dec-2001	12178/200 0	492899
AUTOEUROPE	Thailand	Registered	12-Oct-2000	12-Oct-2000	435274	144152
AUTOEUROPE	Thailand	Registered	12-Oct-2000	12-Oct-2000	435275	Bor17466
AUTOEUROPE	Thailand	Registered	12-Oct-2000	12-Oct-2000	435277	14941
AUTOEUROPE	Turkey	Registered	12-Oct-2000	12-Oct-2000	88557	200021972
AUTOEUROPE	Turkey	Registered	12-Oct-2000	12-Oct-2000	88559	200021974
AUTO EUROPE as (Design)	United Kingdom	Registered	26-Oct-1995	17-Jan-1997		2042523
AUTO-EUROPE	United Kingdom	Registered	12-Apr-1995	09-Jan-1998		2017739
KEMWEL	United Kingdom	Registered	16-Feb-1988	29-Jan-1990		1,335,579
AUTO-EUROPE	United States of America	Registered	23-Oct-1985	24-June-1986	73/564,578	1,398,893
CARPASS	United States of America	Registered	2-Jul-1997	29-Jun-1999	75/318,666	2,257,786
KEMWEL LOGO	United States of America	Registered	5-Sep-1991	28-Jul-1992	74/202,082	1,703,776
KEMFAX	United States of America	Registered	2-Jul-1997	22-Jun-1999	75/318,667	2,255,968
SONIC COMMISSIONS	United States of America	Registered	2-Jul-1997	5-Oct-1999	75/318,668	2,283,785
SKY DRIVE	United States of America	Registered	3-Jul-1995	24-Sep-1996	74/708,683	2,002,726

### Trademark Applications

Trademark Applications	Jurisdiction	Status	App Date	Reg Date	App No	Reg. No.
AUTOEUROPE	Bahamas	Pending	12-Oct-2000		23207	
AUTOEUROPE	Canada	Pending	12-Oct-2000		1078405	
AUTOEUROPE	Cyprus	Pending	19-Dec-2000		58871	
AUTOEUROPE	Cyprus	Pending	19-Dec-2000		58872	
AUTOEUROPE	Cyprus	Pending	19-Dec-2000		58873	
AUTOEUROPE	Cyprus	Pending	19-Dec-2000		58874	



<b>Trademark Applications</b>	<b>Jurisdiction</b>	<b>Status</b>	<b>App Date</b>	<b>Reg Date</b>	<b>App No</b>	<b>Reg. No.</b>
AUTOEUROPE	European Community	Pending	11-Oct-2000		1897420	
AUTO EUROPE AE Plus Design	Italy	Pending	23-Dec-1994		5665 94	
AUTOEUROPE	Poland	Pending	12-Oct-2000		Z-225382	
AUTOEUROPE	United States of America	Pending	10-Dec-2000		76/145351	
KEMWEL	United States of America	Pending	29-Aug-2003		76/540996	
KEMWEL (w/logo)	United States of America	Pending	29-Aug-2003		76/540997	
AE AUTO EUROPE	United States of America	Pending	16-Dec-2002		78/194700	
EUROPE A LA CARTE	United States of America	Pending	7-Aug-2002		78/151892	
MYEUROPE	United States of America	Pending	7-Aug-2002		78/151874	

## **SCHEDULE D**

### **DOMAIN NAMES**

autoeurope.us  
autoeurope.at  
autoeurope.be  
autoeurope.biz  
autoeurope.co.za  
autoeurope.co.hu  
autoeurope.co.nz  
autoeurope.com.au  
autoeurope.com.jm  
autoeurope.com.mt  
autoeurope.com.mx  
autoeurope.com.pl  
autoeurope.com.pt  
autoeurope.dk  
autoeurope.gen.in  
autoeurope.gen.tr  
autoeurope.ie  
autoeurope.it  
autoeurope.jp  
autoeurope.no  
autoeurope.org.uk  
autoeurope.pl  
autoeurope.ru  
autoeurope.se  
autoeurope.sh  
auto-europe.us  
carpass.us  
kemfax.us  
kemwel.com  
kemwel.us  
kemwelcentral.com  
kemwelonline.com  
skydrive.us  
sky-drive.us  
skydrive.net  
skydrive.biz  
autoeurope.ca  
autoeurope.com  
auto-europe.com  
auto-europe.org  
1800flyeurope.com  
hotelsplus.com

luxurydrives.com  
skydrive.com  
skyexpress.com  
wrlld.com  
auto-europe.co.uk  
autoeurope.ch  
autoeurope.de  
autoeurope.org  
auto-europe.biz  
autoeurope.co.at  
europelimos.com  
europe-auto.org  
europe-auto.net  
europerental.net  
europe-rental.net  
europe-rental.org  
europeauto.net  
europeauto.org  
finestrental.com  
finerental.com  
mycarhire-malaga.co.uk  
mycarhire-france.co.uk  
mycarhire-alicante.co.uk  
mycarhire-paris.co.uk  
mycarhire-italy.co.uk  
mycarhire-usa.co.uk  
mycarhire-florida.co.uk  
mycarhire-australia.co.uk  
mycarhire-spain.co.uk  
mycarhire-switzerland.co.uk  
rentaleurope.net  
rental-europe.net  
rental-auto.com  
autoeurope.nl  
kemwelautos.com  
kemwellauto.com  
kemwellautos.com

**EXHIBIT OF TRADEMARK PROPERTIES TO BE RECORDED**

**REGISTRATIONS**

1,398,893  
2,257,786  
1,703,776  
2,255,968  
2,283,785  
2,002,726

**APPLICATION NUMBER**

76/145,351  
76/540996  
76/540997  
78/194700  
78/151892  
78/151874

013043.0227:267382.1