


01-30-2004

2004

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼		 102658320 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): <u>1.13.04</u> Car-X Services Systems, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: <u>SMK Speedy International, Inc.</u> Internal _____ Address: _____ Street Address: <u>365 Bloor Street East</u> City: <u>Toronto</u> State: <u>Canada</u> Zip: <u>M4W3M7</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Canadian</u> <input type="checkbox"/> Other _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>December 30, 2003</u>			
4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>1,444,476; 1,003,042 and 0995,481</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Meghan K. Quigley</u> Internal Address: <u>Suite 2800</u> <u>Foley & Lardner</u> Street Address: <u>321 North Clark</u> City: <u>Chicago</u> State: <u>Illinois</u> Zip: <u>60610-4754</u> (Attach duplicate copy of this page if paying by deposit account)		6. Total number of applications and registrations involved: <u>03</u> 7. Total fee (37 CFR 3.41).....\$ <u>90.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>06-1450</u>	
DO NOT USE THIS SPACE			
9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. <u>Meghan K. Quigley</u> <u>Meghan K. Quigley</u> <u>1/12/04</u> Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and document: <u>8</u>			

01/29/2004 MSETACHE 00000034 1444476

 Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231
01 FC:8521
02 FC:852240.00 OP
50.00 OP

Atty. Docket No: 049297-0114

 TRADEMARK
 REEL: 002905 FRAME: 0387

ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT

This Assignment, Assumption and Consent Agreement (this "**Agreement**"), dated as of December 30, 2003 is executed by and between Car-X Services Systems Inc., a Delaware corporation ("**Car-X Service**"), Discoverer Services, Inc., a Delaware corporation ("**DSI**" and collectively with Car-X Systems, the "**Assignors**"), SMK Speedy International Inc. (the "**Assignee**"), Car-X Associates Corp., a Delaware corporation ("**Car-X Associates**"), and Tuffy Associates Corp., a Delaware corporation ("**Tuffy**").

RECITALS

A. Assignors and Car-X Associates are parties to that certain Security Agreement dated July 8, 2002 (the "**Security Agreement**"), a copy of which is attached hereto as Exhibit A.

B. Assignors and Tuffy are parties to that certain Stock Pledge Agreement dated July 8, 2002 (the "**Stock Pledge Agreement**"), a copy of which is attached hereto as Exhibit B.

C. Assignors and Car-X Associates are parties to that certain Trademark Collateral Assignment and Security Agreement dated July 8, 2002 (the "**Trademark Assignment**"), a copy of which is attached hereto as Exhibit C.

D. Tuffy is the guarantor of certain obligations of Car-X Associates in favor of Car-X Service pursuant to that certain Unlimited Continuing Guaranty dated July 8, 2002 (the "**Car-X Guaranty**"), a copy of which is attached hereto as Exhibit D.

E. Tuffy is the guarantor of certain obligations of Car-X Associates in favor of DSI pursuant to that certain Unlimited Continuing Guaranty dated July 8, 2002 (the "**DSI Guaranty**"), a copy of which is attached hereto as Exhibit E.

F. Tuffy, Car-X Associates, the Assignors and The Huntington National Bank ("**Huntington**") are parties to that certain Intercreditor Agreement dated July 2, 2002 (the "**Intercreditor Agreement**"), a copy of which is attached hereto as Exhibit F.

G. Car-X Associates has executed a Promissory Note dated July 8, 2002 in the original principal amount of

H. Assignors desire to assign all of their respective rights, title, interest, obligations and liabilities, as applicable, in, to and under the Security Agreement, the Stock Pledge Agreement, the Trademark Assignment, the Car-X Guaranty, DSI Guaranty and the Notes (collectively, the "**Assigned Documents**") to Assignee, subject to the terms of this Agreement and the Intercreditor Agreement.

I. Car-X Associates and Tuffy desire to amend and restate each of the Notes substantially in the form of Exhibits J, K and L, respectively (the "*Amended Notes*").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For value received, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby assigns to Assignee all of such Assignor's respective rights, title, interest, obligations and liabilities, as applicable, in, to and under the Assigned Documents, subject to the terms of the Intercreditor Agreement.

2. For value received, the receipt and sufficiency of which are hereby acknowledged, Assignee hereby assumes and agrees to pay, perform and discharge all liabilities and obligations of Assignors under the Assigned Agreements in respect of the period after the date of this Agreement and acknowledges that its rights with respect to the Assigned Documents and the Amended Notes are subject to the terms of the Intercreditor Agreement.

3. All references to Discoverer or Car-X Service in the Assigned Documents shall hereafter refer to Assignee and its successors and assigns.

4. Promptly upon the execution of this Agreement, Car-X Associates and Tuffy shall execute and deliver to Assignee amended and restated promissory notes for each of the Notes, in substantially the forms of the Amended Notes.

5. All unpaid accrued interest due under the Notes immediately prior to the execution and delivery of the Amended Notes shall be paid by Car-X Associates to DSI and Car-X Service, as applicable, no later than December 31, 2003.

6. Car-X Associates hereby consents to the assignment of each of the Assigned Documents to the Assignee and acknowledges and reaffirms its obligations under each of the Assigned Documents. Car-X Associates acknowledges that such consent, acknowledgement and reaffirmation is not required under the terms of the Assigned Documents and the execution hereof by Car-X Associates shall not be construed to require Car-X Associates' consent to any future assignment of any of the Assigned Documents. Tuffy hereby consents to the assignment of the Assigned Documents and acknowledges and reaffirms its obligations under the Car-X Guaranty and the DSI Guaranty. Tuffy further agrees that the obligations of Car-X Associates under the Notes, as amended and restated by the Amended Notes, shall constitute "Indebtedness" as defined in the Car-X Guaranty and the DSI Guaranty. Tuffy acknowledges that such consent, acknowledgement and reaffirmation is not required under the terms of the Car-X Guaranty or the DSI Guaranty and the execution hereof by Tuffy shall not be construed to require Tuffy's consent to any future amendment, modification or waiver to the Amended Notes, to the extent such amendment, modification or waiver is permitted under the DSI Guaranty or Car-X Guaranty.

7. Huntington hereby consents to the assignment and assumption of the Assigned Documents to Assignor, and to the amendment and restatement of each of the Notes as the Amended Notes.

IN WITNESS WHEREOF, the parties have affixed their respective signatures as of the date first written above.

CAR-X SERVICE SYSTEMS INC.

By: Mary Jane Allen
Name: Mary Jane Allen
Title: Treasurer + Vice President

SMK SPEEDY INTERNATIONAL INC.

By: Mary Jane Allen
Name: Mary Jane Allen
Title: Chief Financial Officer

DISCOVERER SERVICES, INC.

By: Mary Jane Allen
Name: Mary Jane Allen
Title: Treasurer + Vice President

HUNTINGTON NATIONAL BANK

By: _____
Name: _____
Title: _____

CAR-X ASSOCIATES CORP.

By: Keenan V. Moran
Name: Keenan V. Moran
Title: Pres

TUFFY ASSOCIATES CORP.

By: Keenan V. Moran
Name: Keenan V. Moran
Title: Pres

SCHEDULE A

Country	Mark	Registration No.	Registration Date
United States	CAR X CARES (& DESIGN)	1,444,476	23 June 1987
United States	CAR X	1,003,042	28 January 1975
United States	CAR X (& DESIGN)	0,995,481	8 October 1974

January 2004 – Trademark Assignment recordation
Between Car X Services Systems, Inc. and SMK Speedy International, Inc.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

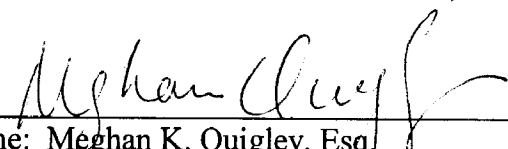
Registration Nos.: 1,444,476
Registrant/Assignee: SMK SPEEDY INTERNATIONAL, INC.
Mark: CAR X CARES (& DESIGN)
International Class: 37

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Applicant hereby appoints the firm of FOLEY & LARDNER, 321 North Clark Street, Suite 2800, Chicago, Illinois 60610-4764, as its domestic representative upon whom notices or process in proceedings affecting the mark may be served.

SMK SPEEDY INTERNATIONAL, INC.

Date: 1/12/04

By: 
Name: Meghan K. Quigley, Esq.
Title: Counsel for SMK SPEEDY
INTERNATIONAL, INC.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registration Nos.: 0,995,481
Registrant/Assignee: SMK SPEEDY INTERNATIONAL, INC.
Mark: CAR X (& DESIGN)
International Class: 37

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Applicant hereby appoints the firm of FOLEY & LARDNER, 321 North Clark Street, Suite 2800, Chicago, Illinois 60610-4764, as its domestic representative upon whom notices or process in proceedings affecting the mark may be served.

SMK SPEEDY INTERNATIONAL, INC.

Date: 1/12/04

By: Meghan K. Quigley
Name: Meghan K. Quigley, Esq.
Title: Counsel for SMK SPEEDY
INTERNATIONAL, INC.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registration Nos.: 1,003,042
Registrant/Assignee: SMK SPEEDY INTERNATIONAL, INC.
Mark: CAR X
International Class: 37

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Applicant hereby appoints the firm of FOLEY & LARDNER, 321 North Clark Street, Suite 2800, Chicago, Illinois 60610-4764, as its domestic representative upon whom notices or process in proceedings affecting the mark may be served.

SMK SPEEDY INTERNATIONAL, INC.

Date: 1/12/04

By: Meghan K. Quigley
Name: Meghan K. Quigley, Esq.
Title: Counsel for SMK SPEEDY
INTERNATIONAL, INC.