

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

CarMax Auto Superstores, Inc.

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

Citizenship (see guidelines) Virginia

Execution Date(s) December 1, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Assignment and Contribution Agreement

2. Name and address of receiving party(ies)

- Yes
- No

Additional names, addresses, or citizenship attached?

Name: CarMax Auto Superstores West Coast, Inc.

Internal Address: _____

Street Address: 1131 CENTRAL AVENUE

City: DUARTE

State: CALIFORNIA

Country: USA Zip: 91010

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship California
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached document Exhibit 2.3.1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached document Exhibit 2.3.1

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

Name: Kimberly A. Chasteen

Internal Address: Williams Mullen
Fountain Plaza Three

Street Address: 721 Lakefront Commons
Suite 200

City: Newport News

State: Virginia Zip: 23606

Phone Number: 757-249-5100

Fax Number: 757-249-5109

Email Address: kchasteen@williamsmullen.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-0766

Authorized User Name Kimberly A. Chasteen

9. Signature: Kimberly A. Chasteen

Signature

December 10, 2004

Date

Kimberly A. Chasteen

Name of Person Signing

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

10

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5885, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$90.00 600766 2081077

EXHIBIT 2.3.1**REGISTERED IN USE MARKS**

App. No.	Reg. No.	Mark
75079511	2081077	FOR KIDS ONLY
75088543	2043567	THE BEST WAY TO PROTECT YOUR INVESTMENT
75078839	2243033	STORE (DESIGN)

ASSIGNMENT AND CONTRIBUTION AGREEMENT

This ASSIGNMENT AND CONTRIBUTION AGREEMENT ("Agreement"), effective as of December 1, 2004 ("Effective Date"), is made by and between CARMAX AUTO SUPERSTORES, INC., a Virginia corporation ("CASI"), and CARMAX AUTO SUPERSTORES WEST COAST, INC., a California corporation ("CASWCI").

RECITALS:

WHEREAS, CarMax, Inc., parent corporation to the CASWCI and CASI, has conducted a corporate restructuring, effective on or about December 1, 2004 (the "Restructuring");

WHEREAS, CASI owns 100% of the outstanding stock of CASWCI; and

WHEREAS, in order to facilitate the Restructuring and in accordance with the terms and conditions of this Agreement, CASI desires to contribute the CASI Contribution (defined in Section 3 below) to CASWCI in the form of a capital contribution.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Intentionally Omitted.
2. Intellectual Property Representations.

2.1. Proprietary Works of Authorship. CASI owns all right, title and interest in and to original works of authorship, whether or not registered with the United States Copyright Office, including, without limitation, those original works of authorship registered with the United States Copyright Office and described in Exhibit 2.1 attached hereto and incorporated by this reference (collectively, the "Works"). The Works constitute all of the original works of authorship of every type and description that have been authored by or that are otherwise owned by CASI as of the Effective Date.

2.2. Proprietary Inventions. CASI owns all right, title and interest in and to new and useful discoveries, developments, concepts, designs, ideas, improvements and inventions (whether or not patentable), including, without limitation, confidential knowledge, trade secrets, product ideas, techniques, processes, innovations, methods, procedures, processes, formulations, algorithms, techniques, designs or configurations of any kind, or any improvement thereof (collectively, the "Inventions"), but has yet to file one or more applications therefor in the United States or in one or more foreign jurisdictions. CASI intends that the Inventions constitute all of the new and useful discoveries, developments, concepts, designs, ideas, improvements and inventions (whether or not patentable) of every type and description that have been conceived, invented or otherwise reduced to practice by CASI (whether exclusively or jointly with one or more third parties) as of the Effective Date.

otherwise reduced to practice by CASI (whether exclusively or jointly with one or more third parties) as of the Effective Date.

2.3. Proprietary Trademarks.

2.3.1. CASI has used the marks identified in Exhibit 2.3.1 attached hereto and incorporated by this reference (collectively, the "Registered In Use Marks") in interstate commerce and has received registrations (collectively, the "In Use Registrations") for the Registered In Use Marks from the United States Patent and Trademark Office based on such use.

2.3.2. CASI has used the marks identified in Exhibit 2.3.2 attached hereto and incorporated by this reference (collectively, the "Unregistered In Use Marks") in interstate commerce and has filed applications therefor (collectively, the "In Use Applications") with the United States Patent and Trademark Office based on such use.

2.3.3. The Registered In Use Marks, the In Use Registrations, the Unregistered In Use Marks and the In Use Applications constitute all of the trademarks or service marks of every type and description that CASI has registered or that has submitted an application to register as of the Effective Date.

3. Assignments, Contributions and Assumptions. In consideration of the issuance of the Shares by CASWCI to CASI, CASI makes the following assignments and contributions (collectively, the "CASI Contribution") to CASWCI as of the Effective Date, and CASWCI assumes all of the rights and obligations of CASI with respect thereto accruing after the Effective Date.

3.1. Proprietary Works of Authorship.

3.1.1. CASI assigns and contributes to CASWCI all of CASI's right, title and interest to the Works in the United States and anywhere else in the world, including, without limitation, any related confidential information, any patent rights in any business methods or proprietary processes owned by CASI related, directly or indirectly, to the Works, all rights to sue for past infringement of the Works and to receive any recoveries therefor and any and all other intellectual property rights, including trade secrets, related, directly or indirectly, to the Works.

3.1.2. CASI authorizes and requests that any copyright pertaining to the Works be issued to CASWCI or its assignee to the full end of the term for which said copyright may be granted, as fully and entirely as the same would have been held by CASI had the assignment and contribution under this Agreement not been made.

3.2. Proprietary Inventions.

3.2.1. CASI assigns and contributes to CASWCI all right, title and interest of CASI in and to the Inventions, including, without limitation, any related confidential information,

any improvement to any of the foregoing, any and all patents which may be granted therefor in the United States or anywhere else in the world, all shop rights, all rights to sue for past infringement of the Inventions and to receive any recoveries therefor and any and all other intellectual property rights, including trade secrets, related, directly or indirectly, to the Inventions.

3.2.2. CASI authorizes and requests that any patent pertaining to the Inventions be issued to CASWCI or its assignee to the full end of the term for which said patent may be granted, as fully and entirely as the same would have been held by CASI had this the assignment and contribution pursuant to this Agreement not been made.

3.3. Proprietary Trademarks. CASI assigns and contributes to CASWCI, all right, title and interest in and to the Registered In Use Marks, the In Use Registrations, the Unregistered In Use Marks and the In Use Applications including, without limitation, all rights to sue for past infringement of any of the foregoing and to receive any recoveries therefor.

3.4. Further Assurances. At any time on or after the Effective Date, CASI shall execute and deliver any and all agreements, instruments, acts or things, supplemental or confirmatory, as reasonably may be requested by CASWCI for the purpose of confirming the vesting in CASWCI of all right, title and interest of CASI in the Works, the Inventions, the Registered In Use Marks, the In Use Registrations, the Unregistered In Use Marks and the In Use Applications, including the documentation required to be filed with, and recorded on the records of, the United States Copyright Office and the United States Patent and Trademark Office.

4. Closing. The "Closing" shall be held at the offices of CASI on or about December 1, 2004 at 10 a.m., or at such other time or place as the parties hereto shall mutually agree. At Closing, CASI shall make the CASI Contribution to CASWCI.

5. Miscellaneous.

5.1. Amendment. This Agreement may not be changed, waived, discharged or terminated orally, or in any manner other than by an instrument in writing signed by the parties against which the enforcement of the change, waiver, discharge or termination is sought.

5.2. Binding Effect. This Agreement shall bind and inure to the benefit of the respective parties, their successors, assigns, heirs and personal representatives, except as otherwise expressly provided.

5.3. Gender, Number. The use of the masculine gender shall include the feminine and neuter, and the singular number shall include the plural, unless the context clearly specifies otherwise.


5.4. Headings. The headings used in this Agreement are inserted for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

5.5. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN
DANCE WITH THE LAWS OF THE COMMONWEALTH OF VIRGINIA.

[signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Agreement as of the date and year first above written.

CARMAX AUTO SUPERSTORES, INC.

By: 
Stuart A. Heaton, its Vice-President and Secretary

CARMAX AUTO SUPERSTORES WEST COAST, INC.


By: 
Keith D. Browning, its President and Chief Financial Officer

EXHIBIT 2.1**REGISTERED WORKS**

Reg. No.	Title	Original Registrant	Published	Registered
TX-4-047-728	Finance your CarMax car with First North American credit	Acme Commercial Corporation	3Mar95	17May95
TX-4-060-508	The Carmax 30-day comprehensive warranty	Acme Commercial Corporation	29Mar95	17May95
TX-4-060-509	Maxcare gives you the maximum protection : the best way to protect your investment	Acme Commercial Corporation	3Mar95	17May95
TX-4-060-510	Get an insurance quote on your Carmax car today	Acme Commercial Corporation	27Nov94	17May95
TX-4-060-946	Better cars, better prices, better hurry	Acme Commercial Corporation	18Mar95	17May95
TX-4-061-586	The Carmax advantage : over 500 cars, all priced below book value ... without haggling	Acme Commercial Corporation	3Mar95	17May95
TX-4-061-587	The Carmax no-haggle trade-in : the way to sell your car ...	Acme Commercial Corporation	3Mar95	17May95
TX-4-077-442	Carmax has over 500 cars and trucks priced below book	Acme Commercial Corporation	18Mar95	17May95
TX-4-260-932	ValuMax : all about ValuMax vehicles	Acme Commercial Corporation	10Jan96	15Mar96
TX-4-260-933	We buy cars : we'll buy your car	Acme Commercial Corporation	3Nov95	15Mar96
TX-4-260-934	CarMax wholesale	Acme Commercial Corporation	30Oct95	15Mar96
TX-4-296-985	Warranty	Acme Commercial Corporation	10Sep93	15Mar96
TX-4-633-305	America's favorites : best selling cars & trucks for less (Orlando (FL) sentinel, Nov. 17, 1996)	CarMax Auto Superstores, Inc.	18Jun95	25Jul97
VA-772-568	ValuMax, a little can buy a lot	Acme Commercial Corporation	7Nov95	15Mar96
VA-835-268	MaxCare, optional MaxCare extended service agreement provides comprehensive warranty coverage, ranging from 12-72 months depending upon the year and mileage of the vehicle	C-Max Auto Superstores, Inc.	17Nov95	11Dec96

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