

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Autoqual USA, Inc.		12/05/2003	CORPORATION: COLORADO

RECEIVING PARTY DATA	
Name:	Automotive Franchise Systems LLC
Street Address:	23366 Farmington Road
City:	Farmington Hills
State/Country:	MICHIGAN
Postal Code:	48336
Entity Type:	Limited Liability Company: MICHIGAN

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2641639	DEALER MUST REMOVE PROTECTIVE COVER

CORRESPONDENCE DATA	
Fax Number:	(734)995-1777
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	734.995.3110
Email:	kinnaird@butzel.com
Correspondent Name:	J. Michael Huget
Address Line 1:	350 South Main Street
Address Line 2:	Suite 300
Address Line 4:	Ann Arbor, MICHIGAN 48104

ATTORNEY DOCKET NUMBER:	130578-01
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NAME OF SUBMITTER:	Beth Kinnaird
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Total Attachments: 3 source=assignment#page1.tif source=assignment#page2.tif source=assignment#page3.tif

CH \$40.00 2641639

**ASSIGNMENT OF TRADEMARKS, SERVICE MARKS
AND REGISTRATIONS THEREFOR**

WHEREAS, AUTOQUAL USA, INC. ("Assignor"), a Colorado corporation, with an address of 9092 South Ridgeline Boulevard, Highlands Ranch, CO 80129, owns, has adopted, used and is using the marks referenced in Schedule A attached hereto, which are registered in the United States Patent and Trademark Office and the marks referenced in Schedule B attached hereto which are registered in the respective states; and

WHEREAS, Automotive Franchise Systems LLC ("Assignee"), a Michigan limited liability company, with an address of 12432 N. Dumont Way, Littleton, Colorado 80125, desires to acquire such marks and the registrations thereof, and all other common law trademarks and service marks used by Assignor in this or any other country (the "Marks");

WITNESSETH:

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, receipt of which is hereby acknowledged:

1. Effective as of December 1, 2003, Assignor hereby sells, assigns and transfers unto Assignee, its successors and assigns:

- (a) the full and exclusive present and future right, title and interest of Assignor in and to the Marks in the United States and world-wide, including any and all continuations, divisions, reissues, and extensions for the Marks, together with all Convention and Treaty Rights of all kinds in all countries world-wide;
- (b) all claims, demands, and rights of action, both statutory and based upon common law, that Assignor has or might have in connection with the Marks, together with the right to prosecute such claims, demands, and rights

