

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 West Coast, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other \_\_\_\_\_

- Association
- Limited Partnership

Citizenship (see guidelines) California

Execution Date(s) December 01, 2004

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance:**

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: CarMax Business Services, LLC

Internal Address: \_\_\_\_\_

Street Address: 4900 Cox Road

City: Glen Allen

State: Virginia

Country: USA Zip: 23060

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Limited Liability Co. Citizenship Delaware

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)  
See Exhibit 2.3.2 (16 marks total)

B. Trademark Registration No.(s)  
See Exhibits 2.3.1 (32 marks total from two pages)

Additional sheet(s) attached?  Yes  No

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

**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:**

48

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \$1215.00**

- 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

10 Jan 2005  
Date

Kimberly A. Chasteen

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 21

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$1215.00 500766 7832675G

EXHIBIT 2.3.1**REGISTERED IN USE MARKS**

<b>App. No.</b>	<b>Reg. No.</b>	<b>Mark</b>
74405483	2032449	CARMAX
74413398	1947856	CARMAX
74444308	1888835	MAXCARE
74456596	1861208	THE NEW WAY TO BUY USED CARS
74518323	1934822	CARMAX THE AUTO SUPERSTORE
74520002	1929336	CARMAX THE AUTO SUPERSTORE AND DESIGN
74520003	1998608	CARMAX THE AUTO SUPERSTORE
74577384	1954468	CARMAX STYLIZED
74585542	1963876	CARMAX THE AUTO SUPERSTORE AND DESIGN
74585543	1959875	CARMAX THE AUTO SUPERSTORE AND DESIGN
74711253	1989957	VALUMAX
74801650	1941353	CARMAX
75078562	2092728	CARMAX
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75078773	2082615	THE AUTO SUPERSTORE
75079517	2202325	THE AUTO SUPERSTORE

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

EXHIBIT 2.3.2**UNREGISTERED IN USE MARKS**

<b>App. No.</b>	<b>Mark</b>
78325756	CARMAX.COM
78325745	ILOVECARMAX.COM
78313196	WE'LL BUY YOUR CAR EVEN IF YOU DON'T BUY OURS!
78443816	CARMAX AUTO FINANCE
78423599	CARMAX CERTIFIED VEHICLES
78421907	THE CARMAX ADVANTAGE
78399769	THE AUTO SUPERSTORE
78399768	THE AUTO SUPERSTORE
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78390351	THE WAY CAR SERVICE SHOULD BE AND DESIGN
78390347	THE WAY NEW CAR BUYING SHOULD BE AND DESIGN
78390343	THE WAY NEW CAR BUYING SHOULD BE
78322500	5-DAY MONEY-BACK GUARANTEE
78322481	FOR KIDS ONLY
78505687	SAVE BIG WITH POWERBUYS!
78505683	THE AUTO SUPERSTORE

## 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 WEST COAST, INC., a California corporation ("CASWCI"), and CARMAX BUSINESS SERVICES, LLC, a Delaware limited liability company ("Company").

### RECITALS:

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

WHEREAS, in order to facilitate the Restructuring and in accordance with the terms and conditions of this Agreement and the Amended and Restated Limited Liability Company Agreement (the "LLC Agreement") of CBS dated December 1, 2004 by and between CASI and CASWCI, CASWCI desires to contribute the CASWCI Contribution (defined in section 3 below) to CBS.

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. Definitions. Capitalized terms used in this Agreement and not defined herein shall have the meaning ascribed thereto in the LLC Agreement.

2. Intellectual Property Representations.

2.1. Proprietary Works of Authorship. CASWCI 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 CASWCI as of the Effective Date.

2.2. Proprietary Inventions. CASWCI 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. CASWCI 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 CASWCI (whether exclusively or jointly with one or more third parties) as of the Effective Date.

2.3. Proprietary Trademarks.

2.3.1. CASWCI 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. CASWCI 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 CASWCI has registered or that has submitted an application to register as of the Effective Date.

3. Assignments, Contributions and Assumptions. In consideration of an increase in the capital account of CASWCI as of the Effective Date, CASWCI makes the following assignments and contributions (collectively, the "CASWCI Contribution") to CBS as of the Effective Date, and CBS assumes all of the rights and obligations of CASWCI with respect thereto accruing after the Effective Date.

3.1. Proprietary Works of Authorship.

3.1.1. CASWCI assigns and contributes to CBS all of CASWCI'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 CASWCI 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. CASWCI authorizes and requests that any copyright pertaining to the Works be issued to CBS 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 CASWCI had the assignment and contribution under this Agreement not been made.

3.2. Proprietary Inventions.

3.2.1. CASWCI assigns and contributes to CBS all right, title and interest of CASWCI 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. CASWCI authorizes and requests that any patent pertaining to the Inventions be issued to CBS 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 CASWCI had this the assignment and contribution pursuant to this Agreement not been made.

3.3. Proprietary Trademarks. CASWCI assigns and contributes to CBS, 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, CASWCI shall execute and deliver any and all agreements, instruments, acts or things, supplemental or confirmatory, as reasonably may be requested by CBS for the purpose of confirming the vesting in CBS of all right, title and interest of CASWCI 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 CBS on or about December 1, 2004 at 11 a.m., or at such other time or place as the parties hereto shall mutually agree. At Closing, CASWCI shall make the CASWCI Capital Contribution to CBS.

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 ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE.

[signature page follows]



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

**CARMAX AUTO SUPERSTORES WEST COAST,  
INC.**

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

**CARMAX BUSINESS SERVICES, LLC**


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

EXHIBIT 2.1**REGISTERED WORKS**

<b>Reg. No.</b>	<b>Title</b>	<b>Original Registrant</b>	<b>Published</b>	<b>Registered</b>
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-4-081-587	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

EXHIBIT 2.3.1

**REGISTERED IN USE MARKS**

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

EXHIBIT 2.3.2

**UNREGISTERED IN USE MARKS**

## ASSIGNMENT AND CONTRIBUTION AGREEMENT

This ASSIGNMENT AND CONTRIBUTION AGREEMENT ("Agreement"), effective as of November 30, 2004 ("Effective Date"), is made by and between CARMAX AUTO SUPERSTORES WEST COAST, INC., a California corporation ("CASWCI"), and CARMAX BUSINESS SERVICES, LLC, a Delaware limited liability company ("CBS").

### RECITALS:

WHEREAS, CASWCI owns a 100% membership interest in CBS; and

WHEREAS, in accordance with the terms and conditions of this Agreement and that certain Operating Agreement ("Operating Agreement") of CBS dated April 23, 2004 by and between CBS and CASWCI, CASWCI desires to contribute the CASWCI Contribution (defined in Section 3 below) to CBS.

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. Definitions. Capitalized terms used in this Agreement and not defined herein shall have the meaning ascribed thereto in the Operating Agreement.

2. Intellectual Property Representations.

2.1. Proprietary Works of Authorship. CASWCI 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 CASWCI as of the Effective Date.

2.2. Proprietary Inventions. CASWCI 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. CASWCI 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 CASWCI (whether exclusively or jointly with one or more third parties) as of the Effective Date.

### 2.3. Proprietary Trademarks.

2.3.1. CASWCI 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. CASWCI 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 CASWCI has registered or that has submitted an application to register as of the Effective Date.

3. Assignments, Contributions and Assumptions. In consideration of an increase in the capital account of CASWCI as of the Effective Date, CASWCI makes the following assignments and contributions (collectively, the "CASWCI Contribution") to CBS as of the Effective Date, and CBS assumes all of the rights and obligations of CASWCI with respect thereto accruing after the Effective Date.

### 3.1. Proprietary Works.

3.1.1. CASWCI assigns and contributes to CBS, all of CASWCI'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 CASWCI 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. CASWCI authorizes and requests that any copyright pertaining to the Works be issued to CBS 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 CASWCI had the assignment and contribution under this Agreement not been made.

### 3.2. Proprietary Inventions.

3.2.1. CASWCI assigns and contributes to CBS all right, title and interest of CASWCI 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. CASWCI authorizes and requests that any patent pertaining to the Inventions be issued to CBS 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 CASWCI had this the assignment and contribution pursuant to this Agreement not been made.

3.3. Proprietary Trademarks. CASWCI assigns and contributes to CBS all of CASWCI's 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, CASWCI shall execute and deliver any and all agreements, instruments, acts or things, supplemental or confirmatory, as reasonably may be requested by CBS for the purpose of confirming the vesting in CBS of all right, title and interest of CASWCI in the Works, the Registered In Use Marks, the In Use Registrations, the Unregistered In Use Marks and the In Use Applications including, without limitation, 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 CASWCI on or about November 30, 2004 at 11:59 p.m., or at such other time or place as the parties hereto shall mutually agree. At Closing, CASWCI shall make CASWCI Contribution to CBS.

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.

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**CARMAX BUSINESS SERVICES, LLC**

By:   
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and Chief Financial Officer

EXHIBIT 2.1**REGISTERED WORKS OF AUTHORSHIP**

<b>Reg. No.</b>	<b>Title</b>	<b>Original Registrant</b>	<b>Published</b>	<b>Registered</b>
TX-4-532-449	CarMax service center	C-Max Auto Superstores, Inc.	19Aug96	21Apr97
TX-5-060-098	The CarMax appraisal process	CarMax Auto Superstores West Coast, Inc.	19Nov96	9Aug99
VA-835-267	CQI CarMax Certified Quality Inspection. We examine every CarMax car, Inch by inch, inside and out, to make sure it's in top working condition	C-Max Auto Superstores, Inc.	11Oct96	11Dec96

EXHIBIT 2.3.1**REGISTERED IN USE MARKS**

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