

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WVR, Inc.		01/31/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Van Source Corporation		
Street Address:	569 Johns Pass Avenue		
City:	Madeira Beach		
State/Country:	FLORIDA		
Postal Code:	33708		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78373630	GREAT RENTALS	
CORRESPONDENCE DATA			
Fax Number:	(517)482-5800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	517-482-5800		
Email:	jmiller@fraserlawfirm.com		
Correspondent Name:	John Miller		
Address Line 1:	124 West Allegan Street		
Address Line 2:	Suite 1000		
Address Line 4:	Lansing, MICHIGAN 48933		
NAME OF SUBMITTER:	John D. Miller		
Signature:	/John D. Miller/		
Date:	02/07/2005		

OP \$40.00 78373630

Total Attachments: 18

**TRADEMARK
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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Edward J. Castellani (517) 482-5800

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Edward J. Castellani
 Fraser Trebilcock David & Dunlap, PC
 124 West Allegan Street, Suite 1000
 Lansing, MI 48933**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
WVR, Inc.

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
300 West Sixth Street, Suite 2200 Austin TX 78701 USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
Corporation Delaware 3909505 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any
 NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
Van Source Corporation

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
569 Johns Pass Avenue Madeira Beach FL 33708 USA

4. This FINANCING STATEMENT covers the following collateral:

First priority in all right, title and interests of WVR, Inc. in and to the property described in Attachment 1 hereto, whether now existing or hereafter from time to time acquired.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Attachment 1

Computer Equipment

Jan

Dell WHL Desktop Computer, S.N.= 873DB31
19" VX900 Viewsonic Monitor, S.N.= A11024935399
Western Digital 120GB External HD, S.N.= WMAEK2319600
APC BE500U, BatteryBackup/Surge Protector, S.N.= JB0410015954

Pat

Compaq Presario 2545US Laptop Computer, S.N.= CN31644551
19" VX900 Viewsonic Monitor, S.N.=A24030602979
Western Digital 80GB External HD, S.N.= WMA8E8457754

Pat and Jan Shared

HP 7130 OfficeJet Printer, S.N.= MY39GF10N1
Canon BJC-2000 Printer, S.N.= EWE10796
Linksys Router, S.N.= C2130C735514
Canon Scanner, (Model and S.N. unknown – in Michigan)

Amy

HP Pavilion ZE5375US Laptop Computer, S.N.= CN341113598
HP All-in-one PSC2350 Printer, S.N.= MY48OC4081
Linksys Router, S.N.= To be supplied
Western Digital 160GB External HD, S.N.= WMAEP1378334

Amber

Compaq Presario 2100 Laptop Computer, S.N.= CNF4110MDX

Barb

HP Pavilion ZV5034US Laptop Computer, S.N.= CND4050HBV
Princeton VL916 Monitor, S.N.= WCCE0302655
HP Deskjet 5150 printer, S.N.= MY41U4N195
HP Officejet 4110 multi-function printer, S.N.= MY3BBF1045
Western Digital 80GB External HD, S.N.= WMAJ94046395

CD Backups – approximately 20
Sharp Adding Machine

Furniture

Computer Desks - 2
Office Tables - 3
Office Chairs - 2
Filing Cabinet - 1
Computer Modular Units in Michigan, attached as fixtures to the walls - 2
Office Chairs in Michigan - 3

Telephone

Panasonic KXTG2740 Multi-Talk 8 Telephone, S.N.= 2

All of Secured Party's interest in the Intellectual Property sold to Debtor, including, but not limited to the following:

The mark GREAT RENTALS in International Class 035. The Serial Number is 78/373630.

Registration for the domain name "greatrentals.com", which it also uses as a trade name.

The Certificate of Assumed Name with the State of Michigan Department of Consumer and Industry Services for the name Great Rentals, Inc.

The Registration of Fictitious Name with the Florida Department of State for the name Great Rentals, Inc.

The following custom designed software:

- 1 Computer code created by Control Room Technologies, LLC .
- 2 The CF_WIZFORM software product created by Control Room Technologies, LLC .
- 3 Computer code created by Joel Sieh under contract with Secured Party.
- 4 Computer code created by Jan Van Voorhis as an employee of Secured Party.

Secured Party's unregistered copyright in the four-color house logo.

Secured Party's unregistered copyright in the clickable maps posted on Secured Party's web site

The following icons used on Secured Party's web site : Game room, smoking OK, pet friendly, availability, and guest book..

All web site content created by Secured Party or by Debtor not otherwise described above.

Secured Party's interest in Rentors, LLC, a Virginia limited liability company.,

I:\BVOGTVAN SOURCE CORP\SCHEDULE 4.6 - SELLER INTELLECTUAL PROPERTY.DOC

WVR, INC.

SECURITY AGREEMENT

This Security Agreement dated as of January 31, 2005 (the "**Security Agreement**"), entered into by and among WVR, Inc., a Delaware corporation (the "**Company**") and Van Source Corporation, a Michigan corporation (the "**Secured Party**").

RECITALS

A. Company and Secured Party are parties to an Asset Purchase Agreement, dated as of the date hereof (the "**Purchase Agreement**"), pursuant to which the Company has issued a secured promissory note (the "**Note**") to Secured Party.

B. In order to induce the Secured Party to consummate the transactions contemplated by the Purchase Agreement, Company has agreed to enter into this Security Agreement and to grant to the Secured Party, the security interest in the Collateral described below.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Company hereby agrees with the Secured Party as follows:

1. **Definitions and Interpretation.** When used in this Security Agreement, the following terms have the following respective meanings:

"**Collateral**" has the meaning given to that term in **Section 2** hereof.

"**Obligations**" means all loans, advances, debts, liabilities and obligations, howsoever arising, owed by Company to the Secured Party of every kind and description (whether or not evidenced by any note or instrument and whether or not for the payment of money), now existing or hereafter arising under or pursuant to the terms of the Note and the other Transaction Documents, including, all interest, fees, charges, expenses, attorneys' fees and costs and accountants' fees and costs chargeable to and payable by Company hereunder and thereunder, in each case, whether direct or indirect, absolute or contingent, due or to become due, and whether or not arising after the commencement of a proceeding under Title 11 of the United States Code (11 U.S.C. Section 101 et seq.), as amended from time to time (including post-petition interest) and whether or not allowed or allowable as a claim in any such proceeding.

"**Permitted Liens**" means (a) Liens for taxes not yet delinquent or Liens for taxes being contested in good faith and by appropriate proceedings for which adequate reserves have been established; (b) Liens in respect of property or assets imposed by law which were incurred in the ordinary course of business, such as carriers', warehousemen's, materialmen's and mechanics' Liens and other similar Liens arising in the ordinary course of business which are not delinquent or remain payable without penalty or which are being contested in good faith and by appropriate proceedings;

(c) Liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security, and other Liens to secure the performance of tenders, statutory obligations, contract bids, government contracts, performance and return of money bonds and other similar obligations, incurred in the ordinary course of business, whether pursuant to statutory requirements, common law or contractual arrangements; (d) Liens in favor of Secured Party; (e) Liens upon any equipment acquired or held by Company or any of its Subsidiaries to secure the purchase price of such equipment or indebtedness incurred solely for the purpose of financing the acquisition of such equipment, so long as such Lien extends only to the equipment financed, and any accessions, replacements, substitutions and proceeds (including insurance proceeds) thereof or thereto; (f) Liens arising from judgments, decrees or attachments in circumstances not constituting an Event of Default under **Section 6** of the Note; (g) Liens in favor of customs and revenue authorities arising as a matter of law to secure payments of customs duties in connection with the importation of goods; (h) Liens which constitute rights of setoff of a customary nature or banker's liens, whether arising by law or by contract; (i) Liens on insurance proceeds in favor of insurance companies granted solely as security for financed premiums; and (j) leases or subleases and licenses or sublicenses granted in the ordinary course of Company's business.

"UCC" means the Uniform Commercial Code as in effect in the State of Delaware from time to time.

All capitalized terms not otherwise defined herein shall have the respective meanings given in the Note. Unless otherwise defined herein, all terms defined in the UCC have the respective meanings given to those terms in the UCC.

2. ***Grant of Security Interest.*** As security for the Obligations, Company hereby pledges to Secured Party, a security interest of first priority in all right, title and interests of Company in and to the property described in Attachment 1 hereto, whether now existing or hereafter from time to time acquired (collectively, the "**Collateral**"). Notwithstanding the foregoing, the security interest granted herein shall not extend to and the term "Collateral" shall not include any equipment or other property financed (prior to, on, or after the date of this Security Agreement) by a third party, provided that such third party's Liens are Liens of the type described in subsection (e) of the definition of Permitted Liens; provided further that such equipment or other property shall be deemed "Collateral" hereunder if such third party's Lien is released or otherwise terminated.

3. ***Covenants Relating to Collateral.*** Company hereby agrees (a) to perform all acts that may be necessary to maintain, preserve, protect and perfect the Collateral, the Lien granted to Secured Party therein and the perfection and priority of such Lien, except for Permitted Liens; (b) not to use or permit any Collateral to be used (i) in violation in any material respect of any applicable law, rule or regulation, or (ii) in violation of any policy of insurance covering the Collateral; (c) to pay promptly when due all taxes and other governmental charges, all Liens and all other charges now or hereafter imposed upon or affecting any Collateral; (d) to procure, execute and deliver from time to time any endorsements, assignments, financing statements and other writings reasonably deemed necessary or appropriate by Secured Party to perfect, maintain and protect its Lien hereunder and the priority thereof; (e) not to surrender or lose possession of (other than to Secured Party), sell, encumber, lease, rent, or otherwise dispose of or transfer any Collateral or right or interest therein,

and to keep the Collateral free of all Liens except Permitted Liens; provided, however, that the Company may sell, lease, transfer, license or otherwise dispose of any of the Collateral in the ordinary course of business consisting of (i) the sale of inventory, (ii) sales of worn-out or obsolete equipment, and (iii) non-exclusive licenses and similar arrangements for the use of the property of the Company.

4. **Authorized Action by Secured Party.** Company hereby irrevocably appoints Secured Party as its attorney-in-fact (which appointment is coupled with an interest) and agrees that Secured Party may perform (but Secured Party shall not be obligated to and shall incur no liability to Company or any third party for failure so to do) any act which Company is obligated by this Security Agreement to perform, and to exercise such rights and powers as Company might exercise with respect to the Collateral, including the right to (a) collect by legal proceedings or otherwise and endorse, receive and receipt for all dividends, interest, payments, proceeds and other sums and property now or hereafter payable on or on account of the Collateral; (b) enter into any extension, reorganization, deposit, merger, consolidation or other agreement pertaining to, or deposit, surrender, accept, hold or apply other property in exchange for the Collateral; (c) make any compromise or settlement, and take any action it deems advisable, with respect to the Collateral; (d) insure, process and preserve the Collateral; (e) pay any indebtedness of Company relating to the Collateral; and (f) file UCC financing statements and other filings the Secured Party deems reasonably necessary or appropriate in respect of the security interest granted hereunder, including filings with the U.S. Patent and Trademark Office, and execute other documents, instruments and agreements required hereunder; provided, however, that Secured Party shall not exercise any such powers granted pursuant to subsections (a) through (e) prior to the occurrence of an Event of Default and shall only exercise such powers during the continuance of an Event of Default. Company agrees to cooperate with Secured Party as reasonably requested and to reimburse Secured Party upon demand for any reasonable costs and expenses, including attorneys' fees, Secured Party may incur while acting as Company's attorney-in-fact hereunder, all of which costs and expenses are included in the Obligations. It is further agreed and understood between the parties hereto that such care as Secured Party gives to the safekeeping of its own property of like kind shall constitute reasonable care of the Collateral when in Secured Party's possession; provided, however, that Secured Party shall not be required to make any presentment, demand or protest, or give any notice and need not take any action to preserve any rights against any prior party or any other person in connection with the Obligations or with respect to the Collateral.

5. **Default and Remedies.**

(a) **Default.** Company shall be deemed in default under this Security Agreement upon the occurrence and during the continuance of an Event of Default (as defined in the Note).

(b) **Remedies.** Upon the occurrence and during the continuance of any such Event of Default, Secured Party shall have the rights of a secured creditor under the UCC, all rights granted by this Security Agreement and by law, including the right to: (a) require Company to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party; and (b) prior to the disposition of the Collateral, store, process, repair or recondition it or otherwise prepare it for disposition in any manner and to the extent Secured Party deems appropriate.

Company hereby agrees that ten (10) days' notice of any intended sale or disposition of any Collateral is reasonable. In furtherance of Secured Party's rights hereunder, Company hereby grants to Secured Party an irrevocable, non-exclusive license, exercisable without royalty or other payment by Secured Party, and only in connection with the exercise of remedies hereunder, to use, license or sublicense any patent, trademark, trade name, copyright or other intellectual property in which Company now or hereafter has any right, title or interest together with the right of access to all media in which any of the foregoing may be recorded or stored.

(c) *Application of Collateral Proceeds.* The proceeds and/or avails of the Collateral, or any part thereof, and the proceeds and the avails of any remedy hereunder (as well as any other amounts of any kind held by Secured Party at the time of, or received by Secured Party after, the occurrence of an Event of Default) shall be paid to and applied as follows:

(i) First, to the payment of reasonable costs and expenses, including all amounts expended to preserve the value of the Collateral, of foreclosure or suit, if any, and of such sale and the exercise of any other rights or remedies, and of all proper fees, expenses, liability and advances, including reasonable legal expenses and attorneys' fees, incurred or made hereunder by Secured Party;

(ii) Second, to the payment to Secured Party of the amount then owing or unpaid on Secured Party's Note;

(iii) Third, to the payment of other amounts then payable to Secured Party under any of the Transaction Documents; and

(iv) Fourth, to the payment of the surplus, if any, to Company, its successors and assigns, or to whomsoever may be lawfully entitled to receive the same.

6. *Miscellaneous.*

(a) *Termination of Security Interest.* Upon the payment in full of all Obligations, the security interest granted herein shall terminate and all rights to the Collateral shall revert to Company. Upon such termination, the Secured Party hereby authorizes Company to file any UCC termination statements necessary to effect such termination and Secured Party will execute and deliver to Company any additional documents or instruments as Company shall reasonably request to evidence such termination.

(b) *Nonwaiver.* No failure or delay on Secured Party's part in exercising any right hereunder shall operate as a waiver thereof or of any other right nor shall any single or partial exercise of any such right preclude any other further exercise thereof or of any other right.

(c) *Cumulative Rights, etc.* The rights, powers and remedies of Secured Party under this Security Agreement shall be in addition to all rights, powers and remedies given to Secured Party by virtue of any applicable law, rule or regulation of any governmental authority, any Transaction Document or any other agreement, all of which rights, powers, and remedies shall be cumulative and may be exercised successively or concurrently without impairing Secured Party's

rights hereunder.

(d) *Payments Free of Taxes, etc.* All payments made by Company under the Transaction Documents shall be made by Company free and clear of and without deduction for any and all present and future taxes, levies, charges, deductions and withholdings. In addition, Company shall pay upon demand any stamp or other taxes, levies or charges of any jurisdiction with respect to the execution, delivery, registration, performance and enforcement of this Security Agreement. Upon request by Secured Party, Company shall furnish evidence satisfactory to Secured Party that all requisite authorizations and approvals by, and notices to and filings with, governmental authorities and regulatory bodies have been obtained and made and that all requisite taxes, levies and charges have been paid.

(e) *Construction.* Each of this Security Agreement and the other Transaction Documents is the result of negotiations among, and has been reviewed by, Company, the other parties hereto and thereto, and their respective counsel. Accordingly, this Security Agreement and the other Transaction Documents shall be deemed to be the product of all parties hereto, and no ambiguity shall be construed in favor of or against any party.

(f) *Other Interpretive Provisions.* References in this Security Agreement and each of the other Transaction Documents to any document, instrument or agreement (a) includes all exhibits, schedules and other attachments thereto, (b) includes all documents, instruments or agreements issued or executed in replacement thereof, and (c) means such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified and supplemented from time to time and in effect at any given time. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Security Agreement or any other Transaction Document refer to this Security Agreement or such other Transaction Document, as the case may be, as a whole and not to any particular provision of this Security Agreement or such other Transaction Document, as the case may be. The words "include" and "including" and words of similar import when used in this Security Agreement or any other Transaction Document shall not be construed to be limiting or exclusive.

(g) *Entire Agreement.* This Security Agreement together with the other Transaction Documents constitute and contain the entire agreement among the Company and the Secured Party and supersede any and all prior agreements, negotiations, correspondence, understandings and communications among the parties, whether written or oral, respecting the subject matter hereof.

(h) *Waivers and Amendments.* Any provision of this Security Agreement may be amended, waived or modified only upon the written consent of the Company and Secured Party.

(i) *Notices.* All notices, requests, demands, consents, instructions or other communications required or permitted hereunder shall in writing and faxed, electronically mailed, mailed or delivered to each party as follows: (i) if to Secured Party, at Secured Party's address, email address or facsimile number set forth in Section 11.1 of to the Purchase Agreement, or at such other address as such Secured Party shall have furnished the Company in writing, with a copy to Fraser Trebilcock Davis & Dunlap, P.C., 1000 Michigan National Tower, Lansing, Michigan, 48933, Email: ecastellani@fraserlawfirm.com, Phone (517) 482-0887, Facsimile: (517) 482-5800,

Attention: Edward J. Castellani, and (ii) if to the Company, at 300 West Sixth Street, Suite 2300, Austin, Texas 78701, Attention: Chief Executive Officer, or at such other address or facsimile number as the Company shall have furnished in writing, with a copy to Wilson Sonsini Goodrich & Rosati, Professional Corporation, 8911 Capital of Texas Highway North, Westech 360, Suite 3350, Austin, Texas, 78759, Email: ptobias@wsgr.com, Phone (512) 338-5400, Facsimile: (512) 338-5499, Attention: Paul R. Tobias. All such notices and communications will be deemed effectively given the earlier of (i) when received, (ii) when delivered personally, (iii) one business day after being delivered by facsimile (with receipt of appropriate confirmation) or electronic mail, (iv) one business day after being deposited with an overnight courier service of recognized standing or (v) four days after being deposited in the U.S. mail, first class with postage prepaid.

(j) *Severability.* If one or more provisions of this Security Agreement are held to be unenforceable under applicable law, such provision(s) shall be excluded from this Security Agreement and the balance of this Security Agreement shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.

(k) *Assignments.* The rights and obligations of the Secured Party shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

(l) *Governing Law.* This Security Agreement and all actions arising out of or in connection with this Security Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law provisions of the State of Delaware or of any other state, (except to the extent governed by the UCC).

(m) *Counterparts.* This Security Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. Facsimile copies of signed signature pages will be deemed binding originals.

[Remainder of page intentionally left blank. Signature page(s) to follow.]

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first above written.

COMPANY:

WVR, Inc.
a Delaware corporation

By: _____
 Name: BRYAN SHARPLES
 Title: CEO

SECURED PARTY:

Van Source Corporation
a Michigan corporation

By: _____
 Name: _____
 Title: _____

WVR, INC.
SECURITY AGREEMENT
Signature Page

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first above written.

COMPANY:

WVR, Inc.
a Delaware corporation

By: _____

Name: _____

Title: _____

SECURED PARTY:

Van Source Corporation
a Michigan corporation

By: *J. Van Voorhis*

Name: JAN VAN VOORHIS

Title: PRESIDENT

ATTACHMENT 1

To Security Agreement

All right, title, interest, claims and demands of Company in and to the Purchased Assets identified in the Purchase Agreement.

ASSIGNMENT of TRADEMARK

This Trademark Assignment ("Assignment") is made as of January ____, 2005, by Van Source Corporation, a company organized and existing under the laws of Michigan, having its registered office at 569 Johns Pass, Madeira Beach, Florida ("Assignor"), to WVR, Inc., a Delaware corporation having a place of business at 300 West Sixth Street, Suite 2200, Austin, Texas, United States of America ("Assignee").

RECITALS

A. Assignor and Assignee have entered into an Asset Purchase Agreement dated as of January ____, 2005, (the "Purchase Agreement").

B. Assignor is the owner of the trademarks and trademark applications as set forth on Schedule A hereto (the "Trademarks") and all other rights appurtenant thereto throughout the world, including, but not limited to, all common law rights, trade name rights and the right to recover for past infringement throughout the world.

C. Assignor has acquired goodwill associated with and symbolized by the Trademarks and has not abandoned the same.

D. Pursuant to the Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Trademarks.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Purchase Agreement and the covenants and agreements in this Assignment and to induce Assignee to consummate the transactions contemplated by the Purchase Agreement, Assignor agrees as follows:

1. Assignor hereby assigns and sells to Assignee all of Assignor's rights, title and interest in and to the Trademarks throughout the world, together with the goodwill symbolized by the Trademarks; said rights, title and interest include, without limitation, any and all causes of action heretofore accrued in Assignor's favor for infringement of the aforesaid rights, to have and to hold the same unto Assignee, its successors and assigns, for and during the existence of the rights and all renewals thereof.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue trademark registrations or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

3. At any time, and from time to time hereafter, Assignor shall forthwith, upon Assignee's written request, take any and all steps to execute, acknowledge and deliver to Assignee any and all further instruments and assurances necessary or expedient in order to vest the aforesaid rights in Assignee and to facilitate Assignee's enjoyment and enforcement of said rights and causes of action.

4. Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in ASSIGNEE or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Trademarks that may have accrued in Assignor's favor from the respective date of first use of any of the Trademarks to the Effective Date of this Assignment. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

5. If any provision of this Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. This Assignment shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of Texas and the United States America without regard to conflicts of laws provisions thereof.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date first above written.

Assignor
VAN SOURCE CORPORATION

By: Jan Van Voorhis

Name: Jan Van Voorhis

Title: President

Acknowledgment by Notary Public

Country of USA

State of Florida

County City of Pine Hls

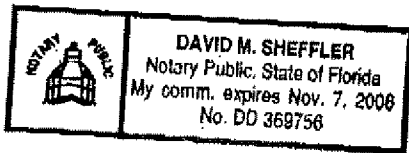
FLDC V516-431-45-2920
EX 8-17-10

On this 31st day of January, 2005, before me, the undersigned Notary Public, personally appeared Jan Van Voorhis, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he or she executed the same.

Seal:

Signature: David M. Sheffler

Name: David M. Sheffler, Notary Public



Schedule A

Mark	Serial or Registration #	Application Date/Registration Date
GREAT RENTALS	78/373630	February 25, 2004

ASSIGNMENT OF DOMAIN NAME

WHEREAS, Van Source Corporation ("Assignor"), a corporation organized under the laws of the State of Michigan, is the owner of the following domain names (collectively the "Domain Name(s)"):

greatrentals.com

WHEREAS, WVR, Inc. ("Assignee"), a corporation organized under the laws of the State of Delaware, has acquired said Domain Name and any applications and registrations related thereto pursuant to the Asset Purchase Agreement by and between Assignor and Assignee of even date herewith;

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, sells and transfers unto Assignee all right, title and interest in all countries worldwide in and to said Domain Names and any applications and registrations related thereto.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date first above written.

Assignor:
VAN SOURCE CORPORATION

By: *Jan Van Voorhis*
Name: Jan Van Voorhis
Title: President

Acknowledgment by Notary Public

Country of USA

State of Florida

County City of Pinellas

*FL DL U516-431-45-2970
Ex 8-17-10*

On this 31st day of January, 2005, before me, the undersigned Notary Public, personally appeared Jan Van Voorhis, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he or she executed the same.

Seal:

Signature: *David M. Sheffler*

Name: David M. Sheffler, Notary Public

