

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST AND LIEN

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WACHOVIA BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT	FORMERLY FIRST UNION NATIONAL BANK	08/01/2005	NATIONAL BANKING ASSOCIATION:

RECEIVING PARTY DATA

Name:	Southeast Toyota Distributors, LLC
Street Address:	100 N.W. 12th Avenue
City:	Deerfield Beach
State/Country:	FLORIDA
Postal Code:	33442
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2628111	ACCESSORY ADVANTAGE
Registration Number:	2627502	CHOOSE WISELY
Registration Number:	2693869	CONNECTIONS
Registration Number:	1921163	LEASE CARE
Registration Number:	1432865	PERMA-GUARD
Registration Number:	2510906	THE VALUE IS REAL.
Registration Number:	2195776	TITAN STRIPE

CORRESPONDENCE DATA

Fax Number: (312)701-7711
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-701-7237
 Email: cdore@mayerbrownrowe.com
 Correspondent Name: Christopher Dore

OP \$190.00 2628111

Address Line 1: 71 South Wacker Drive
Address Line 2: Mayer Brown Rowe & Maw LLP
Address Line 4: Chicago, ILLINOIS 60606-4637

NAME OF SUBMITTER:	Christoher Dore
Signature:	/Christopher Dore/
Date:	09/08/2005

Total Attachments: 3

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RELEASE OF SECURITY INTEREST AND LIEN – TRADEMARK

This RELEASE OF SECURITY INTEREST AND LIEN (the "Release") dated as of August 1, 2005, is made by Wachovia Bank, National Association (f/k/a First Union National Bank), a bank, acting in its capacity as Collateral Agent (together with any successor(s) thereto in such capacity, the "Collateral Agent"), for each of the "Benefited Parties" (as such term is defined in the Security Agreement, defined below), under that certain Security Agreement, dated as of June 7, 2001, by and among Southeast Toyota Distributors, LLC, a Limited Liability Company of Delaware, (the "Guarantor"), along with certain other "Obligors" (as such term is defined in the Security Agreement), and the Collateral Agent (as amended, supplemented or modified and in effect from time to time, the "Security Agreement") in favor of the Guarantor;

W I T N E S S E T H:

WHEREAS, pursuant to the Security Agreement, the Obligors granted to the Collateral Agent, for the benefit of the Benefited Parties, a continuing security interest and lien upon certain Collateral (all capitalized terms used, but not defined herein, shall have the meanings ascribed thereto in the Security Agreement) including certain Trademarks (all Trademarks included as Collateral under the Security Agreement, including, without limitation, those registered or pending trademarks set forth on the attached Schedule "A," are collectively referred to herein as the "Trademark Collateral");

WHEREAS, pursuant to certain Notices of Grant of Security Interest in Trademarks recorded in the records of the United States Patent and Trademark Office, on July 9, 2001, at Reel/Frame 2329/0001 and on March 4, 2002, at Reel/Frame 2466/0155 between the Guarantor and the Collateral Agent (the "Grant"), the Collateral Agent perfected its security interest in and lien upon the portion of the Trademark Collateral specified in the attached Schedule "A,";

WHEREAS, the Collateral Agent wishes to: (i) terminate the security interest in and lien upon the Trademark Collateral; (ii) restore all right, title and interest in and to the Trademark Collateral to the Obligors; and (iii) to dissolve any and all liens, claims and encumbrances in respect of the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms of the Security Agreement and the Grant, the Collateral Agent hereby releases any and all of its security interest in and lien upon the Trademark Collateral, and discharges, quit claims and relinquishes unto the Obligors any and all right, title and interest that the Collateral Agent has in and to the Trademark Collateral and the security interest in and lien upon such Trademark Collateral granted to the Collateral Agent.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

Wachovia Bank, National Association,
as Collateral Agent

By: 
Name: **WILLIAM R. GOLEY**
Title: **DIRECTOR**
WACHOVIA BANK, NATIONAL ASSOCIATION

Trademark Schedule

<i>Mark</i>	<i>Reg. No./App. No.</i>	<i>Reg./App. Date</i>
ACCESSORY ADVANTAGE	2,628,111	10/1/2002
CHOOSE WISELY	2,627,502	10/1/2002
CONNECTIONS	2,693,869	3/4/2003
LEASE CARE	1,921,163	9/19/1995
PERMA-GUARD	1,432,865	3/17/1987
THE VALUE IS REAL.	2,510,906	11/20/2001
TITAN STRIPE	2,195,776	10/13/1998