

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Gerber Group, Inc.		01/04/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Boyd Group (U.S.) Inc.		
Street Address:	3570 Portage Avenue		
City:	Winnipeg		
State/Country:	CANADA		
Postal Code:	R3K 0Z8		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78137516	GERBER PLATINUM SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	(612)766-1623		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612-766-7000		
Email:	trademarkmpls@faegre.com		
Correspondent Name:	Faegre & Benson LLP		
Address Line 1:	90 South Seventh Street		
Address Line 2:	2200 Wells Fargo Center		
Address Line 4:	Minneapolis, MINNESOTA 55402-3901		
ATTORNEY DOCKET NUMBER:	52147		
DOMESTIC REPRESENTATIVE			
Name:	Ann Dunn Wessberg		
Address Line 1:	90 South Seventh Street		
Address Line 2:	2200 Wells Fargo Center		

OP \$40.00 78137516

Address Line 4: Minneapolis, MINNESOTA 55402-3901

NAME OF SUBMITTER:

Ann Dunn Wessberg

Signature:

/adwkr/

Date:

10/10/2005

Total Attachments: 5

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THIS AGREEMENT made as of the 4th day of January, 2005.

BETWEEN:

THE GERBER GROUP, INC.

(herein called "Gerber"),

OF THE FIRST PART,

- and -

THE BOYD GROUP (U.S.) INC.,

(herein called "Boyd"),

OF THE SECOND PART.

WHEREAS Gerber is the owner of certain trademarks and business names, as more particularly described on Schedule "A" hereto and the goodwill associated therewith (the "Trade Marks");

AND WHEREAS Gerber has developed certain computer software enhancements for the use and the conduct of its business, as more particularly described on Schedule "B" hereto (the "Software Enhancements")

AND WHEREAS Gerber has agreed to sell to Boyd and Boyd has agreed to purchase from Gerber the Trade Marks and Software Enhancements as at the date of this Agreement upon the terms and conditions hereinafter set forth;

NOW THEREFORE this Agreement witnesseth in consideration of the mutual covenants hereinafter set forth and the payment of \$1.00 and other good and valuable consideration by each party hereto to the other (the receipt and sufficiency which is hereby acknowledged) the parties hereto agree as follows:

1. Effective the date of this Agreement, Gerber transfers to Boyd all Gerber's right, title and interest in the Trade Marks and Software Enhancements free and clear of all liens, charges, security interests, and encumbrances, other than security in favour of The Toronto Dominion Bank, held by it as security for the indebtedness of The Boyd Group Inc.

and related corporations, including Gerber and Boyd, the existence of which is hereby acknowledged.

2. In consideration of the transfer of the Trade Marks and Software Enhancements by Gerber to Boyd, Boyd shall pay to Gerber on the date of this Agreement, a purchase price of \$3,350,000.00 allocated as follows:

- (a) Trade Marks - \$3,000,000.00; and
- (b) Software Enhancements - \$350,000.00.

3. Gerber shall sign such additional documents as Boyd may reasonably request in order to effectively transfer the Trade Marks and the Software Enhancements including, without limitation, registerable Trade Mark Assignments in connection with the Trade Marks "Gerber Platinum Solutions" and "Gerber Collision & Glass".

4. Gerber's continued use of the Trade Marks and Software Enhancements shall be pursuant to a License Agreement to be entered into by Gerber and Boyd effective the date of this Agreement.

5. Gerber hereby agrees to indemnify and forever save harmless Boyd from and against any claims, damages, costs and liabilities (including reasonable attorney's fees) whatsoever associated with the ownership, use and existence of the Trade Marks and Software Enhancements to the date of this Agreement including, without limitation, any infringement of the rights of third parties.

6. This Agreement shall be deemed to be made under and construed in accordance with the laws of the state of Illinois.


7. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

8. All amounts expressed herein are in United States funds.


9. The parties hereto waive any right to trial by jury with respect to any matter pertaining to or arising out of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed as of the date first above written.

THE GERBER GROUP, INC.

By: 
Vice-President

THE BOYD GROUP (U.S) INC.

By: 
President

SCHEDULE "A"

Trade Marks

Gerber Collision & Glass
Gerber Auto Collision & Glass
Gerber Platinum Solutions

Georgia Registration No. S-21401

U.S. Trade Mark Registration No. 78-137516

SCHEDULE "B"

Software Enhancements

The application development performed between 1999 and 2004 for externally used management reporting systems.

The application development performed between 1999 and 2004 related to the call center application.

The application development performed between 1999 and 2004 related to the data warehouse.