TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Capital Source Finance LLC		10/11/2005	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Auto Europe, LLC (f/k/a AE Europe, LLC)
Street Address:	39 Commercial Street
City:	Portland
State/Country:	MAINE
Postal Code:	04101
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	AE Europe Holdings, Inc.
Street Address:	39 Commercial Street
City:	Portland
State/Country:	MAINE
Postal Code:	04101
Entity Type:	CORPORATION: DELAWARE

Name:	AE Europe Group, LLC
Street Address:	39 Commercial Street
City:	Portland
State/Country:	MAINE
Postal Code:	04101
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

CH $240.00 2827877

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2827877	AE AUTO EUROPE

Registration Number:	1398893	AUTO-EUROPE
Registration Number:	2928456	AUTOEUROPE
Registration Number:	2257786	CARPASS
Registration Number:	2919752	EUROPE A LA CARTE
Registration Number:	2255968	KEMFAX
Registration Number:	1703776	KEMWEL
Registration Number:	2002726	SKY DRIVE
Registration Number:	2283785	SONIC COMMISSIONS

CORRESPONDENCE DATA

Fax Number: (312)660-0471
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-861-6371
Email: rprescan@kirkland.com
Correspondent Name: Renee Prescan
Address Line 1: 200 E. Randolph Drive
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	41879-4 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	10/12/2005

Total Attachments: 3
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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Release") is made as of October 11, 2005 (the "Effective Date") among AUTO EUROPE, LLC, formerly known as AE EUROPE, LLC, a Delaware limited liability company, AE EUROPE HOLDINGS, INC., a Delaware corporation, and AE EUROPE GROUP, LLC, a Delaware limited liability company (collectively, the "Grantors"), and CAPITALSOURCE FINANCE LLC, a Delaware limited liability company, as agent for the Creditors (in such capacity, the "Collateral Agent").

WHEREAS, pursuant to the terms and conditions of that certain Intellectual Property Security Agreement, dated as of December 19, 2003, between the Grantors and the Collateral Agent (the "Security Agreement"; all capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement), the Grantors granted to the Collateral Agent a continuing security interest in all of their right, title and interest in and to the IP Collateral, including without limitation the trademark registrations and applications set forth on Schedule I hereto (collectively, the "Trademarks"), together with the goodwill associated therewith;

WHEREAS, the Security Agreement relating to the Trademarks was recorded with the Trademarks Division of the U.S. Patent & Trademark Office on January 12, 2004 at Reel 2897, Frame 0274;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates the Security Agreement, and hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the IP Collateral, including, without limitation, the Trademarks together with the goodwill associated therewith, without warranty or recourse.

If and to the extent the Collateral Agent has acquired any right, title or interest to any of the IP Collateral, it hereby assigns and transfers such rights, title or interest to the Grantors.

The Collateral Agent shall take all further actions, and provide to the Grantors and each of their respective successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by the Grantors to more fully and effectively effectuate the purposes of this Release.

IN WITNESS WHEREOF, The Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

CAPITALSOURCE FINANCE LLC,
as Collateral Agent

By: _____
Name: Joseph Turitz
Title: General Counsel
Corporate Finance

Schedule I

TRADEMARKS AND SERVICE MARKS

Registered Mark	Name of Registrant	Registration Number	Date of Registration
AE AUTO EUROPE	AUTO EUROPE, LLC*	2827877	3/30/2004
AUTO-EUROPE	AUTO EUROPE, LLC*	1398893	6/24/1986
AUTOEUROPE	AUTO EUROPE, LLC*	2928456	3/1/2005
CARPASS	AUTO EUROPE, LLC*	2257786	6/29/1999
EUROPE A LA CARTE	AUTO EUROPE, LLC	2919752	1/18/2005
KEMFAX	AUTO EUROPE, LLC	2255968	6/22/1999
KEMWEL	AUTO EUROPE, LLC	1703776	7/28/1992
SKY DRIVE	AUTO EUROPE, LLC	2002726	9/24/1996
SONIC COMMISSIONS	AUTO EUROPE, LLC	2283785	10/5/1999

*formerly known as AE EUROPE, LLC