

07-28-2005

DEPARTMENT OF COMMERCE
Patent and Trademark Office

7-2505

RECORDATION
TRAD



103049555

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):

National Auto Sales, Inc.
5301 Midlothian Turnpike
Richmond, Virginia 23225

- Individual(s)
- General Partnership
- Corporation- State: Virginia
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: RDA, Inc. d/b/a Easterns

Internal

Address: _____

Street Address: 1650 Tysons Boulevard, Suite 600

City: McLean

State: Virginia

Country: _____ Zip: 22102

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

Citizenship _____
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)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) June 30, 2005

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,659,251

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
WHERE YOUR JOB IS YOUR CREDIT

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Pamela C. Gavin, Esquire

Internal Address: Gavin Law Offices, PLC

Street Address: 5400 Macalpine Circle, Suite 1138

City: Glen Allen

State: VA Zip: 23059

Phone Number: 804-364-4640

Fax Number: 804-364-0379

Email Address: pgavin@gavinlawoffices.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- 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 _____
Authorized User Name _____

9. Signature:

Pamela C. Gavin
Signature

July 1, 2005
Date

Pamela C. Gavin
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 3

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

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TRADEMARK
REEL: 003197 FRAME: 0336

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EXHIBIT A
TRADEMARK ASSIGNMENT

WHEREAS, National Auto Sales, Inc., a corporation duly organized and existing under the laws of the State of Virginia, hereinafter referred to as "ASSIGNOR," has adopted and used and is the owner of the trademarks WHERE YOU JOB IS YOUR CREDIT (U.S. Reg. No. 2,659,251) and YOUR JOB IS YOUR CREDIT (Virginia State Registration) (the "Marks"), together with the goodwill of the business in connection with which the Marks have been used (the "Goodwill"), the United States Trademark Registration and the State of Virginia Registration for the Marks (the "Registrations"); and

WHEREAS, RDA, Inc., d/b/a Easterns, a corporation duly organized and existing under the laws of the State of Virginia, hereinafter referred to as "ASSIGNEE," is desirous of acquiring the Marks, together with the Goodwill and the Registrations;

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

ASSIGNOR has agreed to sell and has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over unto ASSIGNEE and its successors and assigns ASSIGNOR'S entire right, title and interest in and to the Marks, the Goodwill and the Registrations, to be held and enjoyed by ASSIGNEE for its own use and benefit and for the use and benefit of its subsidiaries, successors, assigns and legal representatives, for the full extent of the life of the Marks and the term of the Registrations, to be used as fully and entirely as such rights would have been held and enjoyed by ASSIGNOR had this Assignment and sale not been made.

ASSIGNOR covenants that ASSIGNOR is the holder of record title to the Registrations, that ASSIGNOR has full power to make this Assignment and that ASSIGNOR agrees to execute such further assignments and related documents with respect to the Marks, the Goodwill and the Registrations as ASSIGNEE shall reasonably request.

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be executed by its proper officers thereunto duly authorized, this 30 day of June, 2005.

NATIONAL AUTO SALES, INC.

By: 

Name: E.L. Bowser

Title: President