

04-06-2006



RECORDATION
TRAD

To the Director of the U. S. Patent and Trademark Office

Please record the attached documents or the new address(es) below.

4-4-06

OFFICE OF PATENT & TRADEMARK RECORDATION
300 NORTH WASHINGTON STREET
INDIANAPOLIS, IN 46204
FEB 28 2006

1. Name of conveying party(ies):

Adesa Properties, Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) _____

- Assignment
- Security Agreement
- Other March 9, 2006
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Adesa, Inc.

Internal _____

Address: _____

Street Address: 13085 Hamilton Crossing Blvd.

City: Carmel

State: IN

Country: USA Zip: 46032

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship USA

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)

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)

1,783,137; 2,504,409; 2,504,410; 2,804,621; 2,509,994; 2,151,277; 2,630,448.

Additional sheet(s) attached? Yes No

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

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

Name: Russell E. Fowler

Internal Address: Maginot, Moore & Beck

Chase Tower

Street Address: 111 Monumnet Circle

Suite 3250

City: Indianapolis

State: IN Zip: 46204

Phone Number: 317-638-2922

Fax Number: 317-638-2139

Email Address: refowler@maginot.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190.00

- 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 13-0014

Authorized User Name _____

9. Signature:

Russ Fowler

Signature

March 30, 2006

Date

Russell E. Fowler

Name of Person Signing

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

4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, ADESA PROPERTIES, INC. (hereinafter "Assignor"), a Delaware corporation, formerly having a place of business at 6956 Lansing Road, Dimondale, MI 48821, owned full and exclusive right, title and interest to the trademark registrations set forth on the attached **Schedule A** and all associated intellectual property rights (collectively, the "Intellectual Property");

WHEREAS, ADESA, INC. (hereinafter "Assignee") a Delaware corporation, having its principal place of business at 13085 Hamilton Crossing Blvd., Carmel, IN 46032, acquired the full and exclusive right, title and interest in the Intellectual Property from Assignor on December 31, 2005, along with the good will of the business associated with the Intellectual Property;

WHEREAS, Assignor and Assignee desire to formally memorialize the assignment of the Intellectual Property, effective December 31, 2005;

NOW, THEREFORE, for good and valuable consideration, Assignor hereby formally assigns and transfers, nunc pro tunc, as of December 31, 2005, to Assignee, its successors, assigns and legal representatives, the entire right, title and interest in and to the Intellectual Property for the United States and all foreign countries, including but not limited to the trademark registrations disclosed in the attached **Schedule A**, the goodwill associated therewith, and any associated trademarks in use throughout the world, along with the right to recover for past, present and future infringements thereof, including without limitation, damages and profits.

Assignor agrees to execute and deliver at the request of Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest in the Assignee all Assignor's right, title, and interest in and to the Intellectual Property free and clear of all liens and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

THIS ENTIRE ASSIGNMENT inures to the benefit of Assignee successors and assigns, and is binding upon Assignor, and successors, legal representatives or assigns.

[Remainder of Page Intentionally Left Blank]

IN TESTIMONY WHEREOF, I hereunto set my hand as of the date indicated below.

Dated: 3-9-06

ADESA PROPERTIES, INC.

By: [Signature]

Name: John Thomas

Title: Director and President

STATE OF MICHIGAN

COUNTY OF EATON)

On this 9th day of March, 2006, before me SANDY FOUNTAIN, the undersigned Notary Public, personally appeared John Thomas, 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/she executed the same.

[Signature]
Notary Public

SANDY FOUNTAIN
NOTARY PUBLIC, STATE OF MI
COUNTY OF INGHAM
MY COMMISSION EXPIRES JUL 2, 2011
ACTING IN COUNTY OF EATON

ACCEPTED AND AGREED TO:

ADESA, Inc.

[Signature]

By
Name: Cameron C. Hitchcock
Title: EVP & CFO

Date: 3/10/06

SCHEDULE A

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
ADESA	U.S.	1,783,137	July 20, 1993
ADESA	Mexico	MX779,545	February 24, 2003
ADESA	Canada	TMA434,316	October 7, 1994
ADESA (and Design)	U.S.	2,504,409	November 6, 2001
ADESA (and Design)	Mexico	MX764,584	October 21, 2002
Misc. Design (ADESA Eagle)	U.S.	2,504,410	November 6, 2001
Misc. Design (ADESA Eagle)	Mexico	MX764,583	October 21, 2002
Misc. Design (ADESA Eagle)	Canada	TMA601,386	February 4, 2004
ADESA MARKET GUIDE	U.S.	2,804,621	January 13, 2004
DE@LERBLOCK	U.S.	2,509,994	November 20, 2001
PAR	U.S.	2,151,277	April 14, 1998
PAR (and Design)	U.S.	2,630,448	October 8, 2002
PAR (and Design)	Mexico	MX810,808	October 24, 2003

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Mail Stop Assignment Recordation Services
Director of the U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

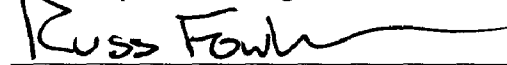
TRANSMITTAL LETTER

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office, P. O. Box 1450, Alexandria, VA 22313-1450
on March 30, 2006

(Date of deposit)

Russell E. Fowler

Name of person mailing Document or fee



Signature

March 30, 2006

Date of Signature

Sir:

The following documents are forwarded herewith for appropriate action by the U.S. Patent and Trademark Office:

1. Recordation Form Cover Sheet
2. Executed Intellectual Property Agreement (true copy);
3. Schedule A
4. Check in the amount of \$190.00
7. One return post card.

It is respectfully requested that the post card be stamped with the date it is received and returned as soon as possible. Please charge any deficiency or credit any overpayment to Deposit Account No. 13-0014, but not to include any payment of issue fees.

Very truly yours,

A handwritten signature in black ink that reads "Russ Fowler". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Russell E. Fowler
Attorney for Applicant
Registration No. 43,615

March 30, 2006
Maginot, Moore & Beck
Chase Tower
111 Monument Circle, Suite 3250
Indianapolis, Indiana 46204-5109
(317) 638-2922 phone
(317) 638-2139 facsimile