

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
Associates First Capital Corporation		09/27/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	United States Auto Club, Motoring Division, Inc.		
Street Address:	105 Decker Drive		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75062		
Entity Type:	CORPORATION: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2158950	DRIVE AMERICA	
CORRESPONDENCE DATA			
Fax Number:	(212)492-0340		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-373-3340		
Email:	pharley@paulweiss.com		
Correspondent Name:	Patricia Harley		
Address Line 1:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	13004-509		
NAME OF SUBMITTER:	Patricia A. Harley		
Signature:	/patriciaharley/		
Date:	10/06/2006		

CH \$40.00 2158950

Total Attachments: 2

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TRADEMARK ASSIGNMENT

WHEREAS, Associates First Capital Corporation, a Delaware corporation (“Assignor”) is the owner of the trademark DRIVE AMERICA (the “Trademark”) and U.S. Registration No. 2,158,950 therefor (the “Registration”); and

WHEREAS, United States Auto Club, Motoring Division, Inc. (“Assignee”), an Indiana corporation, has used and is currently using the Trademark under license from Assignor, and Assignee has borne nearly all costs and expenses to date related to marketing and promoting in connection with the Trademark; and

WHEREAS, Assignor wishes to assign and transfer to Assignee all of Assignor’s right, title and interest in and to the Registration and the Trademark, including any and all goodwill associated therewith.


NOW, THEREFORE, for good and valuable consideration, namely the costs incurred by Assignee in developing whatever value is associated with the Trademark, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby irrevocably assigns, conveys, transfers and delivers to Assignee, and its successors, assigns and legal representatives or nominees, Assignor’s entire right, title and interest, whether statutory or at common law, in and to the Trademark and the Registration, together with any and all goodwill symbolized by and/or associated with the Trademark, including without limitation the exclusive right (a) to apply for and maintain all registrations (including but not limited to the Registration) for the Trademark and any and all renewals and/or extensions thereof; (b) to bring causes of action for infringement of the Trademark, including without limitation all infringements of the Trademark occurring prior to the date of this Trademark Assignment, and to seek, receive and retain all damages relating to such infringements; and (c) to grant licenses or other interests in and to the Trademark.

2. Upon Assignee’s request at any time, Assignor shall sign all papers, take all rightful oaths, and do all acts which may be necessary to vest title to the Trademark and/or the Registration, in Assignee, or, at Assignee’s expense, in Assignee’s successors, assigns and legal representatives or nominees.

Dated: September 27, 2006

ASSOCIATES FIRST CAPITAL CORPORATION

By: 

Name: TIMOTHY A. DALY

Title: VICE PRESIDENT

Agreed and Acknowledged by:

Dated: September 27, 2006

UNITED STATES AUTO CLUB, MOTORING
DIVISION, INC.

By: Lisa Woodard

Name: Lisa Woodard

Title: President

STATE OF Texas

COUNTY OF Dallas

Before me, a notary public in and for the State and County aforesaid, on this 27th day of September, 2006, personally appeared Timothy A. Daley who acknowledged to me that he/she is the Vice President of Assignor who with full power and authority to do so, executed the within Assignment on behalf of said corporation and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public

My Commission Expires:

Mimi Zavitkovsky
July 17, 2008

