

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
A.U.L. Corp.		01/01/2006	CORPORATION: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Associates Underwriting Limited, LLC		
<b>Street Address:</b>	1325 Imola Avenue West, Suite 318		
<b>City:</b>	Napa		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94559		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEVADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3041309	ANY YEAR ANY MILEAGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)391-7124		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	415-354-0100		
<b>Email:</b>	lgabel@harveysiskind.com		
<b>Correspondent Name:</b>	Harvey Siskind LLP		
<b>Address Line 1:</b>	4 Embarcadero Center		
<b>Address Line 2:</b>	39th Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	ANY YEAR ANY MILEAGE		
<b>NAME OF SUBMITTER:</b>	Lawrence J. Siskind		
<b>Signature:</b>	/Lawrence J. Siskind/		
<b>Date:</b>	08/07/2007		

OP \$40.00 3041309

**Total Attachments: 3**

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## ASSIGNMENT

**THIS ASSIGNMENT** ("Agreement") is entered as of January 1, 2006, by and between **A.U.L. CORP.**, a Nevada corporation, and **ASSOCIATES UNDERWRITING LIMITED, LLC**, a Nevada limited liability company.

### RECITALS

**WHEREAS**, A.U.L. CORP. desires to assign all of its rights, title, interest, and goodwill, including all statutory and common law rights, in and to the following trademarks listed in Exhibit A attached hereto (the "Intellectual Property"), to **ASSOCIATES UNDERWRITING LIMITED, LLC**, and **ASSOCIATES UNDERWRITING LIMITED, LLC** intends to acquire those rights.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged,

1. A.U.L. CORP. hereby assigns, agrees to assign, transfers, conveys, and delivers to **ASSOCIATES UNDERWRITING LIMITED, LLC** all of its rights, title, and interest in the Intellectual Property, including the goodwill in and to the Intellectual Property.

2. A.U.L. CORP. agrees to cooperate and assist **ASSOCIATES UNDERWRITING LIMITED, LLC** in recording an assignment of the trademark/service mark registrations. A.U.L. CORP. agrees to assist in the registration process of the Intellectual Property by executing reasonable documents that may be submitted to the United States Patent and Trademark Office, and any similar offices in other nations, as **ASSOCIATES UNDERWRITING LIMITED, LLC** may reasonably request.

3. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of California, without giving effect to the conflict of law rules thereof.

4. In the event that any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect in any jurisdiction, such provision shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality, unenforceability, without affecting in any way any of the other provisions of this Agreement invalid, illegal, or unenforceable in any other jurisdiction and this Agreement shall be construed in a manner consistent with its intent.

5. This Agreement constitutes the entire agreement and understanding between the parties hereto and supersedes any prior understanding or agreements

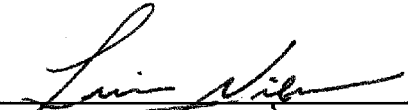
whether oral or written. This Agreement may not be amended or modified, except as expressly agreed to in writing by both parties.

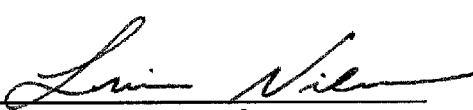
6. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. For purposes hereof, a facsimile copy of this Agreement, including the signature pages hereto, shall be deemed to be an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the date first above written:

A.U.L. CORP.

ASSOCIATES UNDERWRITING LIMITED, LLC

By:   
Name: Luis NIÉVES  
Title: Pres./CEO

By:   
Name: Luis NIÉVES  
Title: Manag. Cf.

**EXHIBIT A  
(MARKS ASSIGNED)**

1. **ANY YEAR ANY MILEAGE**, Serial No. 78519410, Registration No. 3041309