

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
Automotive Lease Guide (alg) LLC		05/25/2005	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Santa Acquisition Corporation		
Street Address:	1111 Marcus Avenue		
Internal Address:	Suite M04		
City:	Lake Success		
State/Country:	NEW YORK		
Postal Code:	11042		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2121472	ALG	
Registration Number:	2121533	AUTOMOTIVE LEASE GUIDE	
CORRESPONDENCE DATA			
Fax Number:	(212)355-3333		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-813-8800		
Email:	dbreitman@goodwinprocter.com		
Correspondent Name:	Dana Breitman		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	Goodwin Procter LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	104570145819		
NAME OF SUBMITTER:	Dana Breitman		

CH \$65.00 2121472

Signature:

/danabreitman/

Date:

12/11/2007

Total Attachments: 3

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TRADEMARK RIGHTS ASSIGNMENT

This **TRADEMARK RIGHTS ASSIGNMENT** (the "Trademark Rights Assignment") dated as of May 25, 2005 by and between Automotive Lease Guide (alg), LLC, a California limited liability company ("Assignor") and Santa Acquisition Corporation, a Delaware corporation, and its successors and assigns ("Assignee").

WHEREAS, Assignor and Assignee and the other parties thereto are parties to that certain Asset Purchase Agreement, dated as of May 25, 2005 (the "Agreement");

WHEREAS, pursuant to the Agreement, Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee all of its right, title and interest in and to the Business's Intellectual Property (as defined in the Agreement) including, without limitation, all trademarks;

WHEREAS, Assignor has adopted, used and is using the "ALG" and "Automotive Lease Guide" marks in connection with the conduct of the Business (the "Marks");

WHEREAS, Assignor is the owner of U.S. Registration No. 2,121,472 for "ALG" as issued on December 16, 1997, U.S. Registration No. 2,121,533 for "AUTOMOTIVE LEASE GUIDE" as issued on December 16, 1997, Canadian Registration No. TMA522,732 for "ALG" as issued on Decemeber 16, 1997 (collectively the "Registrations"), and all common law rights to the ALG and Automotive Lease Guide marks (the "Common Law Rights"); and

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to said Marks, Registrations, and Common Law Rights (the "Trademark Rights").

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby sells, assigns and transfers and sets over unto Assignee, its successors and assigns, the entire right, title and interest in and to the Trademark Rights, together with that portion of the good will of the business of Assignor connected with the use of and symbolized by the trademarks included in the Trademark Rights and the know-how associated with the Trademark Rights, all common law rights and all causes of action, past, present and future for infringement of the Trademark Rights.

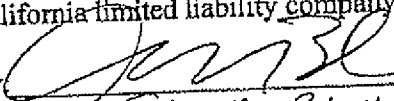
2. Assignor further covenants and agrees that it will, at any time upon request, execute and deliver any and all documents that may be necessary or desirable to perfect the title to the Trademark Rights in Assignee, its successors and assigns, and that it will, at any time upon request, communicate to Assignee, its successors and assigns, such facts relating to the Trademark Rights or the history thereof as may be known to it.

3. Assignor further warrants that Trademark Rights are not subject to any liens, encumbrances, mortgages, licenses, or other interest of third parties.

IN WITNESS WHEREOF, the parties have executed this Trademark Rights Assignment as of the date first above written.

ASSIGNOR:

Automotive Lease Guide (alg), LLC, a
California limited liability company

By: 
Name: John A. Blew
Title: CEO

ASSIGNEE:

Santa Acquisition Corporation, a
Delaware corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Trademark Rights Assignment as of the date first above written.

ASSIGNOR:

Automotive Lease Guide (alg), LLC, a California limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

Santa Acquisition Corporation, a Delaware corporation

By: Frank Blank
Name: _____
Title: _____

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