

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AD Acquisition, LLC		01/01/2008	LIMITED LIABILITY COMPANY: MICHIGAN

RECEIVING PARTY DATA

Name:	Auto Driveaway Franchise Systems, LLC
Street Address:	11 East Adams Street
Internal Address:	Suite 1402
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	0851211	AUTO DRIVEAWAY
Registration Number:	0917907	DRIVEAWAY SERVICE
Registration Number:	0946023	AUTO DRIVEAWAY
Registration Number:	1513080	
Registration Number:	1518332	AUTO DRIVEAWAY CO.
Registration Number:	3160871	AD

CORRESPONDENCE DATA

Fax Number: (312)264-2494  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-346-1300  
 Email: docket@schwartzcooper.com  
 Correspondent Name: Susan Meyer/Schwartz Cooper Chartered  
 Address Line 1: 180 N. LaSalle Street  
 Address Line 2: Suite 2700

CH \$165.00 0851211

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 54255-39848

NAME OF SUBMITTER: Susan Meyer

Signature: /Susan Meyer/

Date: 01/17/2008

**Total Attachments: 5**

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**ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made as of the 1st day of January, 2008 by and between AD Acquisition, LLC, a Michigan limited liability company ("Assignor"), and Auto Driveaway Franchise Systems, LLC, a Michigan limited liability company ("Assignee").

WHEREAS Assignor has adopted, used, owns, and is using the service marks listed on Exhibit A which are registered in the United States Patent and Trademark Office (the "Marks");

WHEREAS, Assignor is a party to the Agency Agreements listed on Exhibit B (the "Agency Agreements");

WHEREAS, Assignor operates the branch offices at the locations listed on Exhibit C (the "Auto Driveaway Branch Offices");

WHEREAS, Assignor owns certain intangible personal property; and

WHEREAS, Assignee desires to acquire the Marks and the good will associated therewith, the Agency Agreements, the Auto Driveaway Branch Offices, and Assignor's intangible personal property.

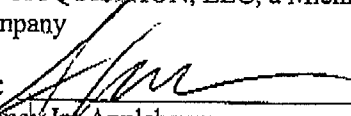
NOW THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment of the Marks. Assignor does assign unto Assignee all right, title, and interest in and to the Marks, together with the good will of the business symbolized by the Marks.

REDACTED

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

AD ACQUISITION, LLC, a Michigan limited liability company

By:   
Name: Ira Applebaum  
Its: Manager

AUTO DRIVEAWAY FRANCHISE SYSTEMS, LLC,  
a Michigan limited liability company

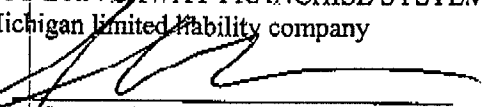
By:   
Name: Ira Applebaum  
Its: Manager

Exhibit A

Trademarks

<u>MARK</u>	<u>REG. NUMBER</u>	<u>SERIAL NUMBER</u>
	0851211	72233053
	0917907	72345042
AUTO DRIVEAWAY	0946023	72413445
	1513080	73712099
	1518332	73712098
	3160871	78659306

Exhibit B

REDACTED

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**Exhibit C**

REDACTED

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