

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Harbinger Mezzanine Partners, L.P.		04/29/2008	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Carstar, Inc.
Street Address:	8400 West 110th Street
Internal Address:	Suite 200
City:	Overland Park
State/Country:	KANSAS
Postal Code:	66210
Entity Type:	CORPORATION: KANSAS

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1620391	CARSTAR
Registration Number:	1986220	WHERE AMERICA GOES FOR QUALITY COLLISION REPAIR
Registration Number:	1953010	CARSTAR
Registration Number:	2045406	CARSTAR
Registration Number:	2500235	TRUST. IT'S OUR BUSINESS.

CORRESPONDENCE DATA

Fax Number: (816)753-1536
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 816-753-1000
 Email: uspt@polsinelli.com
 Correspondent Name: Timothy D. Steffens
 Address Line 1: 700 West 47th Street
 Address Line 2: Suite 1000
 Address Line 4: Kansas City, MISSOURI 64112

CH \$140.00 1620391

ATTORNEY DOCKET NUMBER:	011058-123678
NAME OF SUBMITTER:	Timothy D. Steffens
Signature:	/Timothy D. Steffens/
Date:	05/02/2008
Total Attachments: 3 source=Carstar Release of Security Interest#page1.tif source=Carstar Release of Security Interest#page2.tif source=Carstar Release of Security Interest#page3.tif	

RELEASE AND TERMINATION OF SECURITY INTEREST

THIS RELEASE AND TERMINATION OF SECURITY INTEREST, dated as of April __, 2008, is made by HARBINGER MEZZANINE PARTNERS, L.P., a Delaware limited partnership (the “**Lender**”).

WHEREAS, CARSTAR, INC., a Kansas corporation and certain of its subsidiary companies, including without limitation CARSTAR FRANCHISE SYSTEM, INC., (collectively, the “**Company**”) granted a security interest (the “**Security Interest**”) to the Lender pursuant to that certain Intellectual Property Security Agreement (the “**Security Agreement**”) dated December 28, 2001, and recorded in the records of the United States Trademark Office on January 2, 2002, at Reel 002466/Frame 0843;

WHEREAS, the Security Interest secured certain Obligations (as such term is defined in the Security Agreement) from the Company in favor of the Lender;

WHEREAS, the Company has satisfied and performed the Obligations in full; and

WHEREAS, the Lender has agreed to terminate and release the Security Interest in all of the Intellectual Property (as such term is defined in the Security Agreement) of the Company, including, without limitation, the trademarks identified on Schedule 1 attached hereto.

NOW, THEREFORE, for valuable consideration, the Lender hereby terminates and releases the Security Interest and its entire mortgage, lien, encumbrance and security interest in all of the Intellectual Property of the Company, including, without limitation, the following:

1. each trademark, trademark registration and trademark application of the Company, including, without limitation, the trademarks, trademark registrations and trademark applications referred to in Schedule 1 attached hereto and all licenses, general intangibles, intangible intellectual property or other similar property relating to the foregoing and all of the goodwill symbolized thereby;
2. the proceeds of any of the foregoing property;
3. each trademark license to which the Company is a party; and
4. any other Collateral as defined in the Security Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Lender has caused this Release and Termination of Security Interest to be duly executed as of the date first set forth above.

HARBINGER MEZZANINE PARTNERS, L.P.

By: Harbinger Mezzanine GP, LLC,
Its General Partner

By: Harbinger Mezzanine Manager, Inc.,
Its Manager

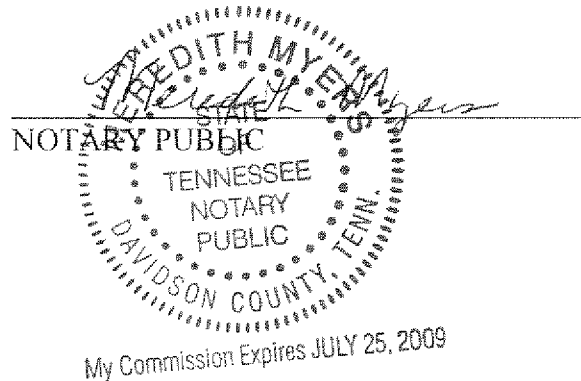
By: [Signature]
Title: Vice President

STATE OF Tennessee)
) ss.
COUNTY OF Davidson)

On this 29th day of April, 2008, before me personally appeared the above named individual, to me known to be an authorized representative of Harbinger Mezzanine Manager, Inc., described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

My Commission Expires:
7/25/09



SCHEDULE 1

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>NO.</u>	<u>MARK</u>	<u>REGISTRATION/ SERIAL NO.</u>
1.	CARSTAR	1620391
2.	WHERE AMERICA GOES FOR QUALITY COLLISION REPAIR	1986220
3.	CARSTAR (AND DESIGN)	1953010
4.	CARSTAR (AND DESIGN)	2045406
5.	TRUST. IT'S OUR BUSINESS.	2500235
6.	CLAIMSLINK	76/312,044

INTERNATIONAL TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>NO.</u>	<u>MARK</u>	<u>REGISTRATION/ SERIAL NO.</u>
<u>CANADA</u>		
7.	CARSTAR	435,431
8.	CARSTAR (LOGO & DESIGN)	465,165
9.	WHERE CANADA GOES FOR QUALITY COLLISION REPAIR	481,859
<u>MEXICO</u>		
10.	CARSTAR	486,467
11.	CARSTAR (LOGO & DESIGN)	492,386