

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
Dent Demon, Inc.		12/31/2007	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Dent Demon, LLC		
Street Address:	13085 Hamilton Crossing Blvd.		
City:	Carmel		
State/Country:	INDIANA		
Postal Code:	46032		
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2088839	DENTDEMON PAINTLESS DENT REMOVAL SPECIALISTS DD	
CORRESPONDENCE DATA			
Fax Number:	(317)237-1000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	317-237-0300		
Email:	inteas@bakerd.com		
Correspondent Name:	Jeffery M. Stovall		
Address Line 1:	300 N. Meridian St. Suite 2700		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	ADESA-T00??		
NAME OF SUBMITTER:	Jeffery M. Stovall		
Signature:	/jms/		

CH \$40.00 2088839

Date:

12/12/2008

Total Attachments: 3

source=DentDemonAssigment#page1.tif

source=DentDemonAssigment#page2.tif

source=DentDemonAssigment#page3.tif

ASSIGNMENT OF SERVICE MARK AND NAMES AGREEMENT

WHEREAS, Dent Demon, Inc., a North Carolina corporation ("Seller"), is the owner of all right, title, and interest in and to a certain Service Mark and Names described below; and

WHEREAS, contemporaneous with the execution of this assignment, Dent Demon, LLC, an Indiana limited liability company ("Buyer"), is acquiring all of the Seller's right, title, and interest in and to the Service Mark and Names and associated goodwill pursuant to an Asset Purchase Agreement by and between the Seller and the Buyer dated as of even date herewith (the "Purchase Agreement");

NOW, THEREFORE, in consideration of the foregoing, as well as for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Seller hereby sells, assigns, transfers, and sets over to the Buyer, its successors, and assigns, as of the "Effective Date," as defined hereinbelow, all of the Seller's right, title, and interest in and to U.S. Service Mark Registration No. 2,088,839 (the "Service Mark") and all other trademarks, service marks and tradenames used or usable by Seller in the business owned by Seller doing business as "Dent Demon" in the United States and all jurisdictions outside the United States, including any variations of the Service Mark, (collectively referred to as the "Names") together with the goodwill of the business connected with and symbolized by the Service Mark and Names (including, without limitation, the right to renew any registrations included in the Service Mark and Names, the right to apply for service mark registrations within or outside the United States based in whole or in part upon the Service Mark and Names and any priority right that may arise from the Service Mark and Names), and all other rights, benefits and entitlements thereto, both tangible and intangible, whether or not registered or registrable, the same to be held and enjoyed by Buyer as fully and entirely as said interest could have been held and enjoyed by Seller had this sale, assignment, transfer, and conveyance not been made. This Assignment includes the right to enforce in Buyer's own name or in the name of Seller any and all rights hereby assigned.

Seller authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the Service Mark to Buyer as assignee of Seller's entire right, title, and interest therein. Seller agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Buyer's ownership of the Service Mark and Names.

After the delivery of this Assignment, Seller shall upon request of the Buyer execute and deliver such additional documents and instruments, and perform such additional acts, as may be required to perfect the Buyer's right, title, and interest in and to the Service Mark and Names acquired by the Buyer hereunder.

This Assignment of Service Mark and Names Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an

original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

* * *

IN WITNESS WHEREOF, the undersigned, by their duly authorized officers, have signed this instrument this 31st day of December, 2007 (the "Effective Date").

DENT DEMON, INC.
("Seller")

By: David I. Moore

Printed: David I. Moore

Its: President

DENT DEMON, LLC
("Buyer")

By: James P. Hallett

Printed: JAMES P. HALLETT

Its: PRESIDENT

STATE OF INDIANA)
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared JAMES P. HAUETT, the President of Dent Demon, LLC and acknowledged the execution of the foregoing instrument as the authorized voluntary act and deed of said company.

Witness my hand and Notarial Seal this 31st day of December, 2007.

Cheryl A. Shrader
Signature - Notary Public
CHERYL A. SHRADER
Printed Name - Notary Public

My County of Residence: TIPTON My Commission Expires: 9/24/08

STATE OF NORTH CAROLINA)
COUNTY OF MECKLENBURG)

Before me, a Notary Public in and for said County and State, personally appeared David I. Moore, the President of Dent Demon, Inc., and acknowledged the execution of the foregoing instrument as the authorized voluntary act and deed of said company.

Witness my hand and Notarial Seal this ^{28th} ~~31st~~ day of December, 2007.

Carolyn J. Brooks
Signature - Notary Public
Carolyn J. Brooks
Printed Name - Notary Public

My County of Residence: Mecklenburg My Commission Expires: April 10, 2012

This instrument was prepared by:

Brian M. Heaton, Esq.
Krieg DeVault LLP
12800 North Meridian Street, Suite 300
Carmel, Indiana 46032

KD_IM-1230580_1.DOC

