

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
	NRTO, LLC		10/13/2009
	SmartMove Auto, LLC		10/13/2009
			LIMITED LIABILITY COMPANY: NEVADA
			LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	Interstate Auto Group, Inc.		
Street Address:	7401 Bush Lake Road		
City:	Edina		
State/Country:	MINNESOTA		
Postal Code:	55439		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3351231	SMARTMOVE AUTO
CORRESPONDENCE DATA			
Fax Number:	(612)305-1414		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	dmr2@mcmlaw.com		
Correspondent Name:	Dona M. Rodrigue, Paralegal		
Address Line 1:	901 Marquette Avenue		
Address Line 2:	1400 AT&T Tower		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	92743-1		
NAME OF SUBMITTER:	Dona M. Rodrigue, Paralegal		
Signature:	/Dona M. Rodrigue/		

OP \$40.00 3351231

Date:

10/14/2009

Total Attachments: 4

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SERVICE MARK PURCHASE AGREEMENT

THIS AGREEMENT is made and effective this 13 day of October, 2009 by and between *Interstate Auto Group, Inc.*, a Minnesota corporation having a principal place of business at 7401 Bush Lake Road, Edina, Minnesota 55439 ("Buyer"), and *NRTO LLC*, a Nevada limited liability company having a principal place of business at 700 N. Colorado Boulevard, Suite 316, Denver, Colorado 80206; *SmartMove Auto, LLC*, a Nevada limited liability company having a principal place of business at 658 S. Havana Street, Aurora, Colorado 80012; (collectively "Seller").

Recitals:

Buyer wishes to acquire all of Seller's rights in the Federal service mark "SMARTMOVE AUTO," Federal Registration Number 3351231, such mark, together with any and all rights in and to such service marks, including but not limited to, all common law rights and rights to all domain names, including but not limited to smartmoveauto.com and any other domain names owned or used by Seller related to the "SmartMove" name are referred to collectively as the "Mark".

Seller is willing to assign to Buyer its rights to the Marks without recourse, representation or warranty of any kind on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the Recitals and the mutual promises set forth in this Agreement, Seller and Buyer agree as follows:

1. Assignment of Mark. Upon execution of this Agreement by both parties, Seller will deliver to Buyer:
 - (a) executed Service Mark Assignment assigning to Buyer Seller's entire right, title, and interest in and to the Mark;
 - (b) the documentation, if any, in Seller's possession described in paragraph 3;
 - (c) Releases requested by Buyer of any claims of ownership or liens held Atalaya Capital Management LP.
2. Payment by Seller. Upon execution of this Agreement and all documents contemplated hereunder by both parties, Buyer will deliver to Seller the sum of Five Thousand and No/100ths Dollars (\$5,000.00) ("Purchase Price"), in full payment for Seller's assignment of the Mark.
3. Documentation of Use. Prior to or contemporaneous with the execution of this Agreement, Seller has provided Buyer with such representative samples of documents and materials, if any, as were in Seller's possession and were requested by Buyer which support the representations described in paragraph 3, including materials showing use and advertising of the Mark by Seller or its predecessors in interest in connection with leasing of cars; rental of cars and rent-to-own cars, showing Seller's continuing use of the Mark up to and including the date of this Agreement. Buyer acknowledges it is satisfied with

such deliveries and that Seller has no further obligation to Buyer with respect to such materials.

4. Cooperation by Seller. Subject to paragraph 10 below, Seller agrees to provide reasonable cooperation with, and assistance to, Buyer, at Buyer's reasonable request and at Buyer's sole cost and expense, in Buyer's obtaining, registering, enforcing and defending its rights in the Mark. Buyer will pay all Seller expenses incurred in connection with same.
5. Seller to Cease Use of Marks. After the date of this Agreement, Seller will cease all use of the Marks as quickly as is commercially reasonable, and will not thereafter adopt or use any other mark or name which is confusingly similar to the Mark without Buyer's prior written authorization. Seller will not at any time refer to its products or its business as "smartmove auto" or "sm smartmove auto rent-to-own cars" or otherwise use the Mark in referring to Seller's business.
6. Documents of Transfer. After the date of this Agreement, Seller will execute and deliver to Buyer any further documents of transfer that Buyer may reasonably deem necessary or desirable to transfer to Buyer all of Seller's right, title and interest in and to the Mark.
7. Actions of Parties. The parties to this Agreement will take all necessary steps and exercise their best efforts to consummate and implement the terms of this Agreement, and to take all steps necessary to comply with the specific actions spelled out in this Agreement.
8. Release by Seller. Subject to Buyer's compliance with the terms of this Agreement, Seller and its Director(s) and officer(s) hereby release, acquit and forever discharge Buyer and its Directors, officers and employees, from and against all claims, demands, rights, and causes of action of whatever nature, asserted or unasserted, whether in contract, in tort, for statutory violation or otherwise, known or unknown, direct or indirect, matured or unmatured, contingent or absolute, which Seller has had or now has against Buyer for any and all claims relating to the Marks. Buyer and its Director(s) and officer(s) hereby release, acquit and forever discharge Seller and its Directors, officers and employees, from and against all claims, demands, rights, and causes of action of whatever nature, asserted or unasserted, whether in contract, in tort, for statutory violation or otherwise, known or unknown, direct or indirect, matured or unmatured, contingent or absolute, which Buyer has had or now has against Seller for any and all claims relating to the Marks, other than claims first arising following the date hereof.
9. Authority. Each of the undersigned officers of the parties hereby represents that s/he has full authority and authorization to enter into this Agreement, and to fully bind the corporation on whose behalf s/he is signing to the terms and conditions of this Agreement.
10. Acknowledgements. The parties hereby expressly acknowledge that they: (a) have had adequate time to review this Agreement with legal counsel of their own choosing; (b) fully understand the terms and conditions contained herein; and (c) have entered into this Agreement of their own free will and were not under any undue pressure or duress. The terms of this Agreement shall be specifically enforceable by either party, and any party

breaching this Agreement shall be responsible for the non-breaching party's legal fees, costs and disbursements in enforcing or bringing any action arising under or relating to this Agreement. Buyer acknowledges that Seller has advised Buyer that certain other parties, including affiliates or former affiliates of Seller, may also have or claim rights with respect to the Mark, including but not limited to record title to federal registrations of the Mark. Seller acknowledges that the assignment herein constitutes an assignment to Buyer of such rights as Seller may have in the Mark as against any such third parties, but that Seller has made no representation or warranty regarding such rights. Seller shall have no liability or obligation of any kind with respect to any such third party rights in the Mark. Buyer acknowledges that it is relying solely on its own due diligence and its own efforts to obtain any such rights in the Mark from third parties or in attempting to enforce any of the rights conveyed hereby against any such third parties, and is not relying in any manner on Seller with respect to same.

11. Entire Agreement. This Agreement represents the entire agreement of the parties, supersedes all other written or oral agreements in connection with the subject matter hereof and will be governed by the laws of the State of Minnesota, and will be binding upon the parties, their successors and assigns. Buyer hereby acknowledges that except as otherwise expressly provided herein, Seller's right, title and interest in the Mark is being conveyed to Buyer "AS IS", without representations or warranties of any kind, express or implied.
12. Counterparts. This Agreement may be executed in two (2) or more identical counterparts by the respective parties, each of which, for all purposes, will be deemed to be an original and all of which will constitute, collectively, this Agreement.
13. Effective Date. This Agreement will be effective as the date first above written.

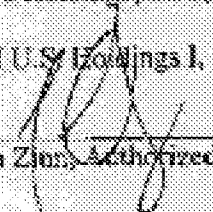
IN WITNESS WHEREOF, Seller and Buyer have signed this Agreement on the dates set forth below.

SELLER:

NRTO, LLC

By: SmartMove Holdings, LLC, Sole Member

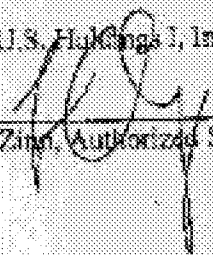
By: ACM U.S. Holdings I, Inc., Manager

By: 
Ivan Zinn, Authorized Signatory

SMARTMOVE AUTO, LLC

By: SmartMove Holdings, LLC, Sole Member

By: ACM U.S. Holdings I, Inc., Manager

By: 
Ivan Zinn, Authorized Signatory

BUYER:

INTERSTATE AUTO GROUP, INC.

By: 

Name: Daniel C. Griffin

Title: President

Dated: Oct 13, 2009

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