

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
Keenan Holdings, Inc.		09/30/2010	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Sacramento Auto Insurance Center, Inc.		
Street Address:	358 Fifth Avenue, Suite 1003		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3171136	COST-U-LESS INSURANCE CENTER	
Registration Number:	3498319	COST U LESS	
Registration Number:	3584201	COST U LESS	
Registration Number:	3584200	COST-U-LESS	
Registration Number:	3584199	COST-U-LESS	
Registration Number:	3584198	COST-U-LESS	
Registration Number:	3584195	COST-U-LESS	
Registration Number:	3609607	COST-U-LESS	
Registration Number:	3609605	COST-U-LESS	
Serial Number:	77316392	COSTULESSINS.COM	
Serial Number:	77316390	COST-U-LESS	
Serial Number:	77316186	COST-U-LESS	
Serial Number:	77315617	COST-U-LESS	
CORRESPONDENCE DATA			

900173524

TRADEMARK
REEL: 004293 FRAME: 0185

OP \$340.00 3171136

Fax Number: (312)863-7806

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

5125.168

NAME OF SUBMITTER:

Nancy Brougher

Signature:

/njb/

Date:

10/08/2010

Total Attachments: 5

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SERVICEMARK AND TRADEMARK ASSIGNMENT AGREEMENT

This Servicemark and Trademark Assignment Agreement ("Agreement") is executed September 30, 2010, by and between KEENAN HOLDINGS, INC., a Nevada corporation ("Assignor"), and SACRAMENTO AUTO INSURANCE CENTER, INC., a California corporation ("Assignee").

WHEREAS, Pursuant to that certain Stock Purchase Agreement, dated September 30, 2010 by and between Confie Seguros California, Inc., a Delaware corporation ("Confie"), the Jerry L. Keenan and Cynthia S. Keenan Revocable Trust (the "Trust"), Jerry L. Keenan, individually and in his capacity as Trustee of the Trust and Cynthia S. Keenan individually and in her capacity as Trustee of the Trust (the "Stock Purchase Agreement"), the parties thereto have agreed to have entered into this Agreement prior to the closing of the transactions contemplated under the Stock Purchase Agreement;

WHEREAS, Assignor is the common law proprietor and beneficial owner of the trademarks and service marks set forth on Schedule A, attached hereto and made part hereof, throughout the world, and has applied for certain registrations with the United States Patent and Trademark Office, the applications and registrations of which are referenced in Schedule A (collectively and individually, the "Marks");

WHEREAS, Assignor owns all rights, title, and interest in and to the Marks and has the power, authority and control to convey, transfer, assign, deliver and contributes to Assignee; and

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its rights, title and interest in and to the Marks and Assignee accepts the conveyance, transfer, assignment, delivery and contribution of the Marks.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns, the entire, worldwide right, title and interest, in and to each of the Marks and any trade dress associated with the Marks, including without limitation the applications for registrations set forth on Schedule A and any renewal thereof, including common law rights connected therein, together with the good will of Assignor's business connected with and symbolized by the Marks and trade dress, any and all causes of action heretofore and hereafter accrued or accruing for infringement or threatened or alleged infringement of the Marks in the sole name of Assignee, its successors or assigns, all the full benefit of the Mark and the trademark applications, including the rights Assignor may have at common law to the intent that upon such trademark applications being in order for registration, this Agreement shall operate to vest the same in Assignee as registered proprietor absolutely together with the benefit of any use of the Marks and the trademark applications prior to registration, and the full benefit of the designs and logos, including the rights Assignor may have at common law.

Assignor hereby represents and warrants that:

- (i) it is the owner of the Marks listed on Schedule A;
- (ii) it has granted no licenses to any other party to use the Marks in the United States or throughout the world other than Assignee;
- (iii) it is not aware of any third party who has asserted a claim of any ownership right, title or interest in the Marks, or any other rights or interests therein which are adverse to those of Assignor;
- (iv) it is not party to any prior agreement, nor has it made any information commitment or reached any understanding with any other person or legal entity relating to the Marks which would be a breach or otherwise violate the foregoing Assignment of the Marks; and
- (v) to its knowledge, Assignor has transferred to Assignee the entire goodwill associated with the Marks.

Assignor hereby agrees to take all actions and to sign and execute any documents, forms or authorization in form or forms to be specified by Assignee that may be reasonably required for procuring the registration, assignment, and absolute vesting of all right, title and interest in the Marks and trademark applications, recording or registering the transfer of rights in or to, or which may arise in respect of any of the Marks or the trademark applications hereby assigned. If Assignor defaults in signing and/or executing the same within seventy (72) hours of receipt, Assignor hereby appoints Assignee or its nominee as the true and lawful attorney of Assignor solely for this purpose (including the right to abandon Serial No(s). 77316392, 77316390, 77316186, and 77315617 if it so desires), which appointment is irrevocable and coupled with an interest.

Neither the making nor the acceptance of this assignment and transfer shall constitute a waiver or release by Assignor or Assignee of any liabilities, duties or obligations imposed upon either of them by the terms of the Stock Purchase Agreement. If any provision of this Assignment is found invalid or unenforceable under judicial decree or decision or administrative proceeding, including a decision from the United States Patent and Trademark Office, the remaining provisions shall remain valid and enforceable according to its terms. Assignor hereby agrees that Assignee shall have the right to record this instrument of Assignment in the United States Patent and Trademark Office so as to establish Assignee as owner of record of the Marks in the United States.

[Signature on Following Page]

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as
of the 30 day of September 2010.

KEENAN HOLDINGS, INC

By: 
Name: Jerry L. Keenan
Title: President

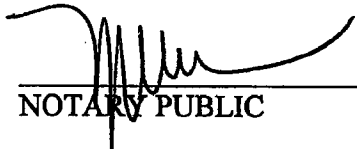
ACKNOWLEDGEMENT

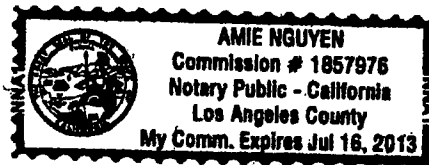
STATE OF California

COUNTY OF Los Angeles) ss.:

Jerry Lee Keenan

On this 30 day of September, 2010, before me personally came Amber, to me known, who, being by me duly sworn, did depose and say that he/she is the President of KEENAN HOLDINGS, INC, the corporation described in and which executed the foregoing Trademark Assignment Agreement, and that he/she was duly authorized by said corporation to execute the foregoing instrument.


NOTARY PUBLIC



**Schedule A
(List of Marks)****Registered Marks:**

78755643	3171136	COST-U-LESS INSURANCE CENTER	TARR	LIVE
77350528	3498319	COST U LESS	TARR	LIVE
77316035	3584201	COST U LESS	TARR	LIVE
77316034	3584200	COST-U-LESS	TARR	LIVE
77315925	3584199	COST-U-LESS	TARR	LIVE
77315911	3584198	COST-U-LESS	TARR	LIVE
77315783	3584195	COST-U-LESS	TARR	LIVE
77314309	3609607	COST-U-LESS	TARR	LIVE
77313346	3609605	COST-U-LESS	TARR	LIVE

Pending Applications for Registration of Marks:

77316392	COSTULESSINS.COM	TARR	LIVE
77316390	COST-U-LESS	TARR	LIVE
77316186	COST-U-LESS	TARR	LIVE
77315617	COST-U-LESS	TARR	LIVE