

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Pear Marketing LLC		01/31/2011	LIMITED LIABILITY COMPANY: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
Name:	QCSA Holdings, Inc.		
Street Address:	7300 North Brady Street		
Internal Address:	Attn: John Lindle, CEO		
City:	Davenport		
State/Country:	IOWA		
Postal Code:	52806		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	3116238	CARS WITH HEART	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(952)885-5969		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9528855999		
Email:	trademarks@mmbllawfirm.com		
Correspondent Name:	Ryan R. Palmer		
Address Line 1:	8000 Norman Center Drive		
Address Line 2:	Suite 1000		
Address Line 4:	Minneapolis, MINNESOTA 55437		
ATTORNEY DOCKET NUMBER:	CARS WITH HEART		
NAME OF SUBMITTER:	Attorney for Rec'ing Party		
Signature:	/Ryan R. Palmer/		

OP \$40.00 3116238

Date:

03/01/2011

Total Attachments: 2

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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into this 31<sup>st</sup> day of January, 2011 by **PEAR MARKETING LLC**, a Minnesota limited liability company ("Seller"), in favor of **QCSA HOLDINGS, INC.**, a Delaware corporation ("Buyer").

Seller and Buyer are parties to that certain Asset Purchase Agreement dated as of January \_\_\_\_, 2011 (the "Purchase Agreement"), by which for good and valuable consideration Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Intellectual Property (as defined in the Purchase Agreement), among other assets.

Seller owns the following mark registered with the United States Patent and Trademark Office (the "Seller Mark"):

Mark	Serial Number	Registration Number
CARS WITH HEART (and design)	78536257	3116238

Buyer desires to acquire the Seller Mark, and all other trademarks, service marks, logos, and commercial symbols of any kind and nature used by Seller to identify and distinguish Seller's businesses (collectively, the "Seller's IP Rights") and the goodwill symbolized by Seller's IP Rights and all rights therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby sell, assign and transfer to Buyer all right, title and interest in and to Seller's IP Rights, together with the goodwill symbolized by Seller's IP Rights, the right to register the trademarks thereon and the right to secure any renewals, reissues and extensions of any such trademarks throughout the world, the right to recover for the past infringement of Seller's IP Rights by any party or parties, the right to sue in Buyer's name and collect damages for any infringement of Seller's IP Rights, and including all right, title, interest, and ownership, if any, of Seller any and all other intellectual property rights relating to Seller's IP Rights.


The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of this Assignment, declares: that he or she is authorized to execute this Assignment on behalf of the Seller; that Seller is the owner of the Seller Mark as recited above; and that the information set forth in this Assignment is true.

Seller agrees and acknowledges that this Assignment will be recorded with the United States Patent and Trademark Office and that its contents will be publicly available.

Seller is signing this Assignment on the date written in the Introduction above.

**SELLER**

**PEAR MARKETING LLC**

By:   
Name: Chris Brackey  
Title: President

MMB: 4823-7847-2200, V. 1