

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328660

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NACIONAL NAME HOLDING, LLC		01/12/2015	LIMITED LIABILITY COMPANY: MISSOURI
RECEIVING PARTY DATA			
Name:	CAR CREDIT CITY, LLC		
Street Address:	P.O. BOX 730		
City:	BRIDGETON		
State/Country:	MISSOURI		
Postal Code:	63044		
Entity Type:	LIMITED LIABILITY COMPANY: MISSOURI		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4153998	GUARANTEED CAR! GUARANTEED CREDIT! SAME	
Registration Number:	4266685	1-888-8CC-CITY	
Registration Number:	4518480	YOUR CAR KEYS TO A BETTER LIFE!	
Registration Number:	4569047	CARS. CREDIT. FOR ALL!	
CORRESPONDENCE DATA			
Fax Number:	8164121263		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	816.842.8600		
Email:	TRADEMARK@STINSONLEONARD.COM		
Correspondent Name:	STINSON LEONARD STREET LLP		
Address Line 1:	1201 WALNUT STREET, SUITE 2900		
Address Line 2:	STINSON TRADEMARK ADMINISTRATOR		
Address Line 4:	KANSAS CITY, MISSOURI 64106-2150		
ATTORNEY DOCKET NUMBER:	0805570-0002		
NAME OF SUBMITTER:	Cynthia Maust		
SIGNATURE:	/Cynthia Maust/		
DATE SIGNED:	01/12/2015		
Total Attachments: 6			

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SECOND ADDENDUM TO TRADEMARK LICENSE AGREEMENT

This Second Addendum to Trademark License Agreement is entered into by and between Nacional Name Holding, LLC, a limited liability company, organized and existing under the laws of the State of Missouri, having its principal office and place of business at P.O. Box 730, Bridgeton, MO 63044 ("Licensor"), and Car Credit City, LLC, a limited liability company, organized and existing under the laws of the State of Missouri, having its principal office and place of business at P.O. Box 730, Bridgeton, MO 63044 ("Licensee"), for purposes of amending the Trademark License Agreement entered into by and between Licensor and Licensee dated December 11, 2007, as amended pursuant to an Addendum to Trademark License Agreement recorded on December 1, 2009 (collectively the "License Agreement").

Licensor and Licensee wish to amend the License Agreement to terminate the license with respect to the mark **CARDIAN ANGEL**, Registration No. 3,670,672.

Licensor and Licensee also wish to amend the License Agreement to include the following additional marks: **GUARANTEED CAR! GUARANTEED CREDIT! SAME DAY!**, Registration No. 4,153,998; **1-888-8CC-CITY**, Registration No. 4,266,685; **YOUR CAR KEYS TO A BETTER LIFE!**, Registration No. 4,518,480; and **CARS. CREDIT. FOR ALL!**, Registration No. 4,569,047.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree that first WHEREAS clause in the License Agreement is hereby amended to read as follows:

WHEREAS, Licensor is the owner of all right, title and interest in and the following marks and registrations thereof (hereinafter "Marks"):

MARK	REGISTRATION NO.
CCC and Design	3,045,936
CAR CREDIT CITY	3,067,713
CAN-DO CREDIT	3,076,500
MAKE THE MOVE TO...	3,103,567
NO CREDIT? DON'T SWEAT IT!	3,297,015
REFUNDS TO RIDES	3,488,057
GUARANTEED CAR! GUARANTEED CREDIT! SAME DAY!	4,153,998

1-888-8CC-CITY	4,266,685
YOUR CAR KEYS TO A BETTER LIFE!	4,518,480
CARS. CREDIT. FOR ALL!	4,569,047

The parties have executed this Second Addendum to Trademark License Agreement as of the date set forth below.

Nacional Name Holding, LLC

By: [Signature]

Name: Richard J. Wolfowitz

Title: Manager

Date: 1/12/15

Car Credit City, LLC

By: [Signature]

Name: Richard J. Wolfowitz

Title: President

Date: 01-12-15

ADDENDUM TO TRADEMARK LICENSE AGREEMENT

This Addendum to Trademark License Agreement is entered into by and between Nacional Name Holdings, LLC, a limited liability company, organized and existing under the laws of the State of Missouri, having its principal office and place of business at P.O. Box 730, Bridgeton, MO 63044 ("Licensor"), and Car Credit City, LLC, a limited liability company, organized and existing under the laws of the State of Missouri, having its principal office and place of business at P.O. Box 730, Bridgeton, MO 63044 ("Licensee"), for purposes of amending the Trademark License Agreement entered into by and between Licensor and Licensee as of December 11, 2007 ("Agreement").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree that the first WHEREAS clause in the Agreement is hereby amended to read as follows:

WHEREAS, Licensor is the owner of all right, title and interest in and the following marks and registrations thereof (hereinafter "Marks"):

MARK	REGISTRATION NO.
CCC and Design	3,045,936
CAR CREDIT CITY	3,067,713
"CAN-DO" CREDIT	3,076,500
MAKE THE MOVE TO...	3,103,567
NO CREDIT? DON'T SWEAT IT!	3,297,015
REFUNDS TO RIDES	3,488,057
CARDIAN ANGEL	3,670,672

Nacional Name Holdings, LLC

By: Richard J. Wolowitz

Name: Richard J. Wolowitz

Title: President

Car Credit City, LLC

By: Richard J. Wolowitz

Name: Richard J. Wolowitz

Title: President

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement ("Agreement") is entered into and made effective as of this 11 day of September, 2007 ("Effective Date") by and between Nacional Name Holdings, LLC, a limited liability company, organized and existing under the laws of the State of Missouri, having its principal office and place of business at P.O. Box 730, Bridgeton, MO 63044 ("Licensor"), and Car Credit City, LLC, a limited liability company, organized and existing under the laws of the State of Missouri, having its principal office and place of business at P.O. Box 730, Bridgeton, MO 63044 ("Licensee").

WHEREAS, Licensor is the owner of all right, title and interest in and the following marks and registrations thereof (hereinafter "Marks"):

MARK	REGISTRATION NO.
CCC and Design	3,045,936
CAR CREDIT CITY	3,067,713
"CAN-DO" CREDIT	3,076,500
MAKE THE MOVE TO...	3,103,567

WHEREAS, Licensee is desirous of using the Marks in connection with its operation of car dealerships in the St. Louis metropolitan area.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties agree as follows:

- Grant of License.** Licensor hereby grants to Licensee an exclusive, non-transferable, royalty-free license to use the Marks in connection with its operation of car dealerships in the St. Louis metropolitan area, subject to the following terms and conditions.
- Use of Marks and Quality Control.** Licensee agrees to use the Marks only in the form and manner and with appropriate legends as prescribed from time to time by Licensor. Licensee agrees that the nature and quality of the services rendered by Licensee in connection with the Marks shall conform to standards set by and be under the control of Licensor. The nature and quality of use of the Marks, and of the services rendered by Licensee in connection therewith, shall comport to the standards set forth by Licensor upon the Effective Date of this Agreement. Licensee agrees to cooperate with Licensor in facilitating Licensor's control of the nature and quality of use of the Marks and of the related services. Licensee will supply Licensor with specimens of use of the Marks upon request.
- Ownership of Marks.** Licensee acknowledges that Licensor owns all right, title and interest in and to the Marks, agrees that it will do nothing inconsistent with Licensor's ownership of the Marks, and agrees that all use of the Marks by Licensee shall inure to the benefit of and be on behalf of Licensor. Licensee agrees that nothing in this Agreement shall give Licensee any

right, title or interest in the Marks, other than the right to use the Marks in accordance with this Agreement, and Licensee agrees that it will not attack the title of Licensor to the Marks or attack the validity of the license granted hereunder.

4. **Record Keeping.** Licensee agrees to maintain accurate records and archives evidencing its use of the Marks pursuant to this Agreement, including retaining samples of uses of the Marks for each year during the term of this Agreement.

5. **Infringement Proceedings.** Licensee agrees to notify Licensor of any unauthorized use of the Marks by others promptly as it comes to Licensee's attention. Licensor shall have the sole right and discretion, but not the obligation, to bring infringement or unfair competition proceedings involving the Marks.

6. **Term and Termination.**

(a) This Agreement shall continue in force and effect for the life of the Marks, unless sooner terminated as provided for herein.

(b) Licensor shall have the right to terminate this Agreement upon giving thirty (30) days written notice to Licensee.

(c) Upon termination of this Agreement, Licensee agrees: (i) to immediately discontinue all use of the Marks and any mark confusingly similar thereto; (ii) to cooperate with Licensor to apply to the appropriate authorities to cancel recording of this Agreement from all government records; (iii) to destroy all printed materials bearing the Marks; and (iv) that all rights in the Marks and the goodwill associated therewith shall remain the property of Licensor.

7. **Assignability.** This Agreement and the rights and obligations herein granted shall be assignable by Licensor in connection with a sale of its rights in the Marks upon giving thirty (30) days written notice to Licensee.

8. **Choice of Law.** This Agreement and all rights and obligations of the parties will be governed by, and construed and interpreted in accordance with, the laws of the State of Missouri, including all matters of enforcement, validity and performance.

9. **Binding Agreement.** This Agreement shall be binding upon, and inure to the benefit of and be enforceable by, the parties hereto and their respective heirs, successors and assigns.

10. **Amendment.** This Agreement may be amended only by written instrument executed by the parties.

11. **Severability.** Should any part or provision of this Agreement be unenforceable or otherwise in conflict with or in violation of any law, rule or regulation, such part or provision shall be deemed severable from this Agreement and the remainder of this Agreement shall remain binding upon the parties. In such event, that part or provision deemed severable shall be replaced with a part or provision not unenforceable and not in conflict with such laws, rules or regulations that most closely approaches the idea and purpose of the replaced term.

12. **Entire Agreement.** This Agreement cancels and supersedes all previous agreements, oral and written, relating to the subject matter hereof, and constitutes the entire agreement between the parties with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement intending to be legally bound.

Nacional Name Holdings, LLC

By: Richard J. Wolowitz
Name: Richard J. Wolowitz
Title: President

Car Credit City, LLC

By: Richard J. Wolowitz
Name: Richard J. Wolowitz
Title: President