

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Sale		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
HYPERQUEST, INC.		06/28/2002	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	HQ, INC.		
Street Address:	3232 North Seminary Avenue		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60657		
Entity Type:	CORPORATION: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number		
Serial Number:	76099970		
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(312)207-6400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-207-1000		
Email:	jhines@sachnoff.com		
Correspondent Name:	John L. Hines, Jr., Sachnoff & Weaver		
Address Line 1:	30 South Wacker Drive		
Address Line 2:	29th floor		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	206951.0001		
NAME OF SUBMITTER:	John L. Hines, Jr.		

OP \$40.00 76099970

Total Attachments: 6

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Jeffrey J. Hogan  
3232 N. Seminary Avenue  
Chicago, IL 60657

### **NOTICE OF PUBLIC SALE OF ASSETS**

**NOTICE IS HEREBY GIVEN** that at 11:00 A.M. Central Standard Time on June 14, 2002, Jeffrey J. Hogan ("Hogan"), as secured creditor, will offer to sell, or cause to be sold, at a public sale (the "Public Sale") at the offices of HyperQuest, Inc., 3232 North Seminary Avenue, Chicago, Illinois, 60657, pursuant to the provisions of the Illinois Uniform Commercial Code, all of the right, title and interest of HyperQuest, Inc. (the "Company") in, under and to substantially all of the assets of HyperQuest, Inc. (collectively, the "Assets").

The Assets are pledged to Hogan to secure the indebtedness of the Company to Hogan (the "Indebtedness") under that certain Loan and Security Agreement by and between Hogan and Company dated as of February 28, 2002 (the "Loan Agreement"). The Company has defaulted on its obligations under the Loan Agreement. As of the date hereof, the amount of Indebtedness is not less than \$87,445.21.

The Assets will be offered and sold, AS IS, WHERE IS, at the Public Sale, without recourse, representation, warranty or guaranty, whether express or implied, without limiting the generality of the foregoing, HOGAN EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND HOGAN WILL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. Any buyer wishing to make an offer for the Assets at the Public Sale may do so. All offers must be for cash, contain no contingencies that are unsatisfactory to Hogan and, unless otherwise agreed by Hogan, Closing shall occur immediately after the Public Sale. If one or more cash offers for all or a part of the Assets satisfactory to Hogan is received at the Public Sale, Hogan will accept the highest and best cash offer for such Assets made at the Public Sale, apply any sale proceeds received for such Assets at the Public Sales to the Indebtedness and remit any surplus over the amount of the Indebtedness to the Company or other parties entitled thereto, in accordance with applicable law. If the successful bidder fails to consummate the sale at Closing, Hogan may (but shall not be obligated to) offer the Assets to the next highest bidder. Possession of the Assets shall be delivered on receipt of the full bid amount. If no offer satisfactory to Hogan is received, Hogan expressly reserves the right to (i) withdraw all or part of the Assets from the Public Sale, or (ii) credit or otherwise bid, with or without contingencies, for all or part of the Assets at the Public Sale or any adjournments thereof. In any event, the Company will be liable for any deficiency existing after the sale or other disposition of the Assets.

Hogan reserves the right at the time and place of the Public Sale to change the terms of sale or to announce additional terms. Hogan may cancel the Public Sale at any time, or cause the Public Sale to be adjourned from time to time, without further notice or publication other than by announcement at the time and place for the Public Sale described above.

Persons interested in attending the Public Sale or in making an offer to purchase the Assets should contact Jeffrey J. Hogan by telephone (312-372-7555) or by facsimile (312-372-7577). The Company is entitled to an accounting of the Indebtedness secured by the Assets. Mr. Hogan may also be contacted to request such an accounting.

Dated: May 14, 2002

ATTACHED SERVICE LIST  
MAY 7, 2002  
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**SERVICE LIST**

ADESA Corporation  
Attn: Terry Daniels  
310 96<sup>th</sup> Street, Suite 400  
Indianapolis, IN 46240

CertifiedFirst  
Attn: Brett Chandler  
One PPG Place  
Pittsburgh, PA15272

ADP / Claims Services Group  
Attn: Scott Doyle  
2010 Crow Canyon Place  
San Ramon CA 94583

Comp-Est Estimating Solutions  
Attn: David Merrell  
2029 Riverside Drive  
Columbus, OH 43221

ADP / Claims Services Group  
Attn: Avi Pelc  
14800 28th Avenue North  
Suite 190  
Plymouth, MN 55447

ComSearch  
Attn: Bob Lions / Joe Lions  
308 Market Street  
Warren RI, 02885

Allstate Insurance  
Attn: Richard Rosenthal  
2775 Sanders Road  
Suite B7  
Northbrook, IL 60062

Ford Motor Company  
Attn: Tom Ferries  
Regent Court Building  
MD 2SW-1C  
16800 Executive Plaza Drive  
Dearborn, MI 48126-4207

Car-Part.com  
Attn: Jeff Schroder  
497 Fairmount Avenue  
Chatham, NJ 07928

GMAC Insurance  
Attn: Greg Horn  
1 National General Plaza  
Earth City, MO 63045

CCC Information Services  
Attn: Githesh Ramamurthy  
World Trade Center Chicago  
444 Merchandise Mart  
Chicago, IL 60654-1005

GMAC Insurance  
Attn: John Urankar  
1 National General Plaza  
Earth City, MO 63045

Great American Personal Group  
Attn: Joe A. Pietrangelo  
11700 Great Oaks Way  
Alpharetta, GA 30022

Mitchell International  
Attn: Alex Sun  
9889 Willow Creek Rd.  
San Diego 92131

HyperQuest, Inc.  
Attn: Jeffrey J. Hogan  
3232 North Seminary Avenue  
Chicago, IL 60657

Mascon  
Attn: Amir Raza  
1699 E. Woodfield Road  
Suite 200  
Schaumburg, IL 60173

KPMG  
Attn: James S. Anderson  
One Radnor Corporate Center  
100 Matsonford Road  
Suite 500  
Radnor, PA 19087

Nationwide Insurance  
Attn: Terry Fortner  
One Nationwide Plaza  
1-23-17  
Columbus, OH 43215-2220

KPMG  
Attn: David K Hass  
450 East Las Olas Blvd.  
Suite 750  
Ft. Lauderdale, FL 33301

Nationwide Insurance  
Attn: Jimmy Spears  
One Nationwide Plaza  
1-23-17  
Columbus, OH 43215-2220

LKQ Corporation  
Attn: Robert Wagman  
6740 Commerce Court Drive  
Blackick, OH 43004

ProcessClaims  
Attn: Paul Farber  
2512 Artesia Blvd.  
Suite 350  
Redondo Beach, CA 90278

LKQ Corporation  
Attn: Sinon Galvin  
120 N. LaSalle St.  
Suite 3300  
Chicago, Illinois 60602

Recycled Parts Network  
Attn: Mike Clemente  
27111 Polico Creek Rd.  
Suite 120  
Aliso Vieho, CA 92656

Mitchell International  
Attn: Jim Lindner  
9889 Willow Creek Rd.  
San Diego 92131

**BILL OF SALE**

This Bill of Sale ("Bill of Sale"), dated as of June 28, 2002, is delivered in connection with the public sale of substantially all of the assets of HyperQuest, Inc. ("Company") by Jeffrey J. Hogan ("Seller") to the undersigned buyer ("Buyer"), pursuant to applicable law.

In exchange for \$87,445.21, the receipt and legal sufficiency of which are hereby acknowledged, Seller does hereby irrevocably sell, assign, grant, convey, and transfer to Buyer the items of property described on Exhibit A attached hereto (the "Property").

**SELLER MAKES NO WARRANTIES WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, OR ANY WARRANTY OR REPRESENTATION AS TO THE CONDITION OF ANY PORTION OF THE PROPERTY. ALL PROPERTY IS SOLD IN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. SELLER MAKES NO REPRESENTATION AS TO THE VALUE, IF ANY, OF ANY OF THE PROPERTY TRANSFERRED HEREUNDER; AND SELLER MAKES NO REPRESENTATION OR WARRANTY CONCERNING ANY POSSIBLE INFRINGEMENT OF ANY TRADEMARK, TRADE NAME OR PATENT ARISING OUT OF THE USE BY BUYER OF ANY OF THE PROPERTY. BY ACCEPTANCE HEREOF, BUYER REPRESENTS AND WARRANTS THAT IT HAS NOT RELIED ON SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH ALL OR ANY PORTION OF THE PROPERTY FOR ANY PARTICULAR PURPOSE, THAT THE PROPERTY DOES NOT INCLUDE AND THAT SELLER MAKES NO REPRESENTATION OR WARRANTY REGARDING FIXTURES, THAT SELLER MAKES NO WARRANTY THAT ALL OR ANY PORTION OF THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY.**


Buyer further acknowledges and agrees that: (a) this Bill of Sale and the transactions contemplated hereby are without recourse, representation or warranty, and (b) neither Seller nor any of its officers, directors, employees, affiliates, agents or attorneys shall be liable to Buyer (or its successors or assigns) for any mistake, error of judgment or action taken or omitted to be taken in connection with the Property. Buyer waives any and all claims against Seller arising under or related to the Property, this Bill of Sale or the transactions contemplated hereby.

This Bill of Sale shall be governed by the laws of the State of Illinois (without giving effect to the principles of conflicts of law thereof).

**JEFFREY J. HOGAN, SELLER**

By   
Its \_\_\_\_\_

**HQ, INC., BUYER**

By   
Its CEO

**TRADEMARK**

**REEL: 002668 FRAME: 0538**

EXHIBIT A

All property of Company whether real, personal or intangible including but not limited to:

- (a) all accounts receivable
- (b) all inventory, in all of its forms, wherever located;
- (c) all fixtures, wherever located;
- (d) all equipment, in all of its forms, wherever located, including, without limitation, all duplication masters and other media, fixtures, furniture, vehicles and trade fixtures, together with any and all parts thereof and accessions, additions, attachments, improvements thereto or used in connection therewith, and any substitutions therefore and replacements thereof;
- (e) all general intangibles, including but not limited to Company's intellectual property, including but not limited to all computer hardware and software property (including but not limited to all computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware; all software programs including both source code, object code and all related applications and data files, whether now owned, licensed or leased, designed for use on the computers and electronic data processing hardware described above; all firmware associated therewith; all documentation including, but not limited to, flow charts, logic diagrams, manuals, guides and specifications, with respect to such hardware, software and firmware; and all rights with respect to the foregoing including without limitation any and all copyrights, licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications), all patent property (including all patent applications for letters patent throughout the world, including all patent applications in preparations for filing anywhere in the world, all patent licenses; all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any patent applications or patent licenses; and all proceeds of or rights associated with such patent applications or licenses including, but not limited to, license royalties and proceeds of infringement suits, the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any patent license and all rights corresponding thereto throughout the world), and all trademark property (including but not limited to all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other sources of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs, and general intangibles of a like nature (collectively, "Trademarks"), all Trademark licenses, all reissues, extensions or renewals of any of the items described above; all of the goodwill of the business associated with the foregoing; and all proceeds of, and rights of future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license);
- (f) all documents of title;
- (g) all chattel paper and instruments including, but not limited to, without duplication, any evidencing arising out of or relating to any obligation or amount owing or payable to in respect of an account receivable, or otherwise relating to any of the property described above;
- (h) all security agreements, guaranties, leases or other contracts securing or relating to any account receivable, general intangible, chattel paper, document or instrument;
- (i) all investment property;
- (j) all rights to proceeds of any letter of credit;
- (k) all other property and rights, of any kind or description, and all interests therein;
- (l) all replacements, substitutions, additions or accessions to or for any of the foregoing;

(m) all books, correspondence, credit files, records, invoices and other papers or documents including, without limitation, all tapes, cards, computer runs, computer programs and other papers and documents in the possession or control of Company, and all rights in, to and under all policies of insurance, including claims of rights to payments thereunder and proceeds therefrom, including any credit insurance; and

(n) all products, offspring, rents, issues, profits, returns, income and proceeds of any from any of the foregoing, or any indemnity, warranty or guaranty with respect to any of the foregoing.