

Form PTO-1594
(Rev. 10/02)
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
CLARK RETAIL ENTERPRISES, INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: CLARK BRANDS LLC
Internal
Address: c/o WAVELAND INVESTMENTS, LLC

Street Address: 1850 Second Street
City: Highland Park State: IL Zip: 80035

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other LLC-Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 12/31/2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2,530,254

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Max Shaftal
 Internal Address: PATZIK,FRANK & SAMOTNY LTD.

Street Address: 150 South Wacker Drive
 Suite 900
 City: Chicago State: IL Zip: 80606

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
 50-1325

DO NOT USE THIS SPACE

9. Signature.
 Max Shaftal _____
 Name of Person Signing Signature Date

01/09/2004

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$40.00 501325 2530254

TRADEMARK ASSIGNMENT AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which is hereby acknowledged, **CLARK RETAIL ENTERPRISES, INC.**, a Delaware corporation having a business address of 3003 Butterfield Road, Suite 300, Oakbrook, Illinois 670523 (hereinafter sometimes referred to as "SELLER") hereby transfers, sells, and conveys to **CLARK BRANDS, LLC** a Delaware limited liability company, having a business address of c/o Waveland Investments LLC, 1850 Second Street, Highland Park, IL 60035 (hereinafter sometimes referred to as "BUYER"), pursuant to, and subject to the terms of, the Asset Purchase Agreement dated December 9, 2003, SELLER's entire worldwide right, title and interest in and to the trademark registrations, service mark registrations, trade names, service marks, service mark applications and/or trademark applications respectively listed on Schedule A attached hereto and made a part hereof, as well as the goodwill associated with the business symbolized by the trade names, trademarks and/or service marks, and any and all state trademark registrations and common law trademark rights associated therewith; and any renewals thereof; all income, royalties, damages, license fees, licenses and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; the right to sue for breach or enforcement of any licenses or agreements thereon and/or any and all past infringement which may have occurred at any time up to the date of this present TRADEMARK ASSIGNMENT AGREEMENT; and any and all United States and/or foreign trademark (or service mark) registrations which may issue on same in the future.

SELLER agrees to perform all commercially reasonable acts which may be necessary or desirable to perfect the above-described transfer of trademark, service mark and trade name rights or to maintain said registrations before both the United States Patent and Trademark Office and the Trademark Offices of any and all foreign countries, at BUYER's expense, as well as to cooperate reasonably with BUYER in obtaining and/or providing information required in any proceedings relating to said trademarks, service marks and trade names.

SELLER further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all additional trademark and service mark registrations or amended registrations that have been or may be granted upon any application or petition for same with respect to the trademarks or service marks which are the subject of this Assignment, to BUYER, its successors and/or assigns.

SELLER hereby grants to PATZIK, FRANK & SAMOTNY LTD. located at 150 South Wacker Drive, Suite 900, Chicago, Illinois 60606, the authority and power to insert on this instrument any further identification, which may be necessary or desirable for purposes of recordation in the United States Patent and Trademark Office or the Trademark Office of any foreign country.

Seller:

CLARK RETAIL ENTERPRISES, INC.

By: *J. Doe*

Title: General Counsel & Secretary

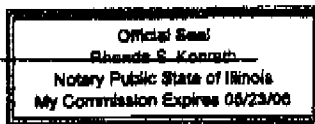
Date: December 31, 2003

STATE OF Illinois)
COUNTY OF DuPage) ss.

This instrument was acknowledged/subscribed and sworn to before me on this 31st day of December, 2003 by Joseph A. Sullivan (name of signor)

Rhonda S. Konrath
NOTARY PUBLIC

SEAL



Buyer:

CLARK BRANDS, LLC,

By: **WI-CLARK, LLC**
its Manager

By: **WAVELAND INVESTMENTS, LLC,**
as Managing Member

By: _____
Dennis M. Zaslavsky, Manager

Date: December 31, 2003

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

This instrument was acknowledged/subscribed and sworn to before me on this 31st day of December, 2003 by

Gary I. Walt
(name of signor)

NOTARY PUBLIC

SEAL

Seller:

CLARK RETAIL ENTERPRISES, INC.

By: _____

Title: _____

Date: December 31, 2003

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged/subscribed and sworn to before me on this 31st day of December, 2003 by

(name of signor)

NOTARY PUBLIC

SEAL

Buyer:

CLARK BRANDS, LLC,

By: WI-CLARK, LLC

its Manager

By: WAVELAND INVESTMENTS, LLC,
as Managing Member

By: *D. M. Zaslavsky*
Dennis M. Zaslavsky, Manager

Date: December 31, 2003

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

This instrument was acknowledged/subscribed and sworn to before me on this 31st day of December, 2003 by

Gary I. Walt
(name of signor)

Gary I. Walt
NOTARY PUBLIC



SCHEDULE A**APPLICATIONS**

<u>MARK</u>	<u>COUNTRY</u>	<u>APPLICATION NO.</u>
CLARK (Stylized)	US	76/169,144

REGISTRATIONS

<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NO.</u>
CLARK (and design)	US	1,933,736
CLARK (and design)	US	2,000,786
CLARK (and design)	US	2,165,106
CLARK (and design)	US	2,737,709
CLARK (and design)	US	0,716,347
CLARK EXPRESS	US	2,404,450
CHANGING THE WAY AMERICA FUELS	US	2,136,209
ON THE GO	US	1,895,329
ON THE GO	US	2,002,622
ON THE GO	US	2,106,742
ON THE GO (and design)	US	2,059,482
BULK ZONE	US	2,530,254
OH! ZONE	US	2,457,871
OH! ZONE (and design)	US	2,458,030
LIGHT HOUSE (and design)	US	2,443,054

FOUR CORNERS COFFEE	US	2,444,742
FOUR CORNERS COFFEE	US	2,545,158
FOUR CORNERS COFFEE (and design)	US	2,545,250
FRESH ZONE	US	2,478,405
MILES PER DOLLAR	US	2,391,891
MILES PER DOLLAR	US	2,348,980
MORE MILES PER DOLLAR	US	2,471,941
OWENS	US	1,293,459
VALUE DRIVEN	US	1,828,650
VALUE ZONE	US	2,693,623
WASH ON THE GO	US	2,724,494
WE'RE THE REAL DEAL	US	2,636,471
WE'RE THE REAL DEAL	US	2,500,014
FOUR CORNERS (and design)	US	2,636,329
ROAD PILOT (and design)	US	1,417,727