

09-02-2004

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Foam PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

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

Tab Settings

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

1. Name of conveying party(ies): U.S. Bank, N.A., f/k/a Firstar Bank, N.A.

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

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other Full Release of Trademark Security Interest

Execution Date: July 30, 2004

2. Name and address of receiving party(ies)

Name: Wizard Asset Acquisition LLC Internal Address: Street Address: 3025 Highland Parkway, Suite 450 City: Downers Grove State: IL Zip: 60515

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other Illinois Limited Liability Company

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) See attached Schedule A

B. Trademark No.(s) 2,163,014, See attached Schedule A

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Richard Roel Internal Address: c/o O'Melveny & Myers LLP, Time Square Tower

Street Address: 7 Times Square

City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$ 90.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number

DO NOT USE THIS SPACE

9. Signature.

09/01/2004 BYRNE 00000007 2163014

01 FC:0521 02 FC:0522

Richard Roel Name of Person Signing

Richard Roel Signature

8/4/04 Date

Total number of pages including cover sheet, attachments, and documents: 7

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

NY1:1525892.1

TRADEMARK REEL: 003040 FRAME: 0306

Schedule A
Wizard Asset Acquisition, LLC.

Mark	Country of Filing	Serial Number	Filing Date	Registration Number	Registration Date
Car Finders	United States	74-561,182	Aug. 15, 1994	2,163,014	June 9, 1998
Buy Here Pay Here	United States	74-626,675	Jan. 27, 1995	2,005,170	Oct. 1, 1996
Budgeteer	United States	75-035,554	Dec. 26, 1995	2,019,259	Nov. 26, 1996

FULL RELEASE OF TRADEMARK SECURITY INTEREST

THIS FULL RELEASE OF TRADEMARK SECURITY INTEREST (“Full Release”), granted as of the 30th day of July, 2004, is delivered by U.S. BANK, N.A. f/k/a FIRSTAR BANK, N.A. (“Secured Party”) under the Security Agreement referred to below, to WIZARD ASSET ACQUISITION LLC., an Illinois limited liability company (“Grantor”).

WITNESSETH

WHEREAS, Grantor and Secured Party have entered into a Patent, Trademark and License Mortgage (the “Security Agreement”), dated as of January 26, 2001, pursuant to which Grantor granted to Secured Party a security interest in the trademarks, together with the registrations and right to all renewals thereof, and the goodwill of the business of Grantor symbolized by the trademarks, trademark applications, trade names and service marks, set forth on Schedule A hereto (the “Trademarks”), to secure the obligations of the Grantor to the Secured Party;

WHEREAS, the grant of the security interest was evidenced by, among other things, a Trademark Security Interest between the Grantor and the Secured Party filed with the United States Patent and Trademark Office on February 5, 2001 at reel 2230, frame 0299; and

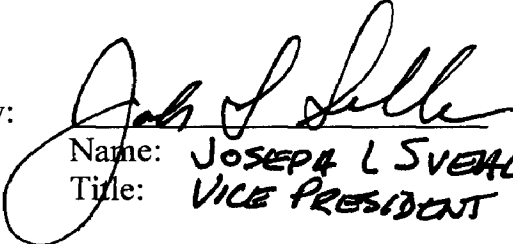
WHEREAS, Secured Party wishes to release and restore all right, title and interest in, to and under the Trademarks to the Grantor and to dissolve any and all liens and encumbrances respecting the Trademarks shown on the attached Schedule A hereto;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby releases, discharges, quit claims and relinquishes unto the Grantor any and all right, title and interest in, to and under the Trademarks, and more particularly the security interest in the trademarks, trademark registrations, trademark applications, trade names and service marks set forth on Schedule A hereto granted to the Secured Party by the Grantor pursuant to the Security Agreement. If any portion of this release is deemed to be invalid or not binding, it shall not affect any other binding and valid portions of this release.

The provisions of this Full Release are severable, and the unenforceability of any provision of this Full Release shall not affect the enforceability of the remainder of this Full Release. In the event that any provision of this Full Release is determined by a court to be unenforceable as drafted, that provision should be construed so as to effectuate the purposes of that provision to the greatest extent possible under applicable law.

IN WITNESS WHEREOF, Secured Party has caused this Full Release to be duly executed and delivered by its officer thereunto duly authorized as on the date first written above.

U.S. BANK, N.A. (f/k/a , FIRSTAR BANK,
N.A.)
as Secured Party

By: 
Name: JOSEFA L SVERALA
Title: VICE PRESIDENT

WIZARD ASSET ACQUISITION, LLC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, Secured Party has caused this Full Release to be duly executed and delivered by its officer thereunto duly authorized as on the date first written above.

U.S. BANK, N.A. (f/k/a , FIRSTAR BANK,
N.A.)
as Secured Party

By: _____
Name:
Title:

WIZARD ASSET ACQUISITION, LLC.

By:  _____
Name: mark G. Simmons
Title: manager

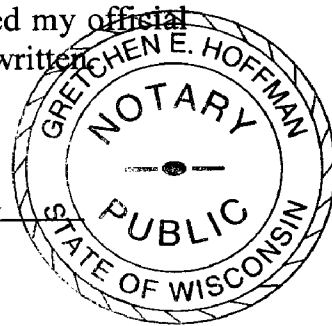
STATE OF Wisconsin)
)
COUNTY OF Milwaukee)

On July 28, 2004 before me, personally appeared Joseph L. Suehla, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand this 28th day of July, 2004.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at my office in the County of Milwaukee on the day in this certificate first above written.

Gretchen E. Hoffma
Notary Public in and for the
State of Wisconsin



My Commission Expires: February 4, 2007

STATE OF new York)
)
COUNTY OF new York)

On July 30, 2004 before me, personally appeared mark O. Simms, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand this 30th day of July, 2004.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at my office in the County of nassau on the day in this certificate first above written.

Richard Roel
Notary Public in and for the
State of _____

My Commission Expires:

RICHARD ROEL
Notary Public, State of New York
No. 01RO5026268
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires April 18, 2006