

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	LICENSE		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NACIONAL NAME HOLDINGS, LLC		12/11/2007	LIMITED LIABILITY COMPANY: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CAR CREDIT CITY, LLC		
<b>Street Address:</b>	P. O. BOX 730		
<b>City:</b>	BRIDGETON		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63044		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MISSOURI		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3045936	CCC	
Registration Number:	3067713	CAR CREDIT CITY	
Registration Number:	3076500	"CAN-DO" CREDIT	
Registration Number:	3103567	MAKE THE MOVE TO...	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(816)412-9393		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	816-842-8600		
<b>Email:</b>	TRADEMARK@STINSON.COM		
<b>Correspondent Name:</b>	JUDITH L. CARLSON		
<b>Address Line 1:</b>	STINSON TRADEMARK ADMINISTRATOR		
<b>Address Line 2:</b>	1201 WALNUT, SUITE 2900		
<b>Address Line 4:</b>	KANSAS CITY, MISSOURI 64106-2150		
<b>ATTORNEY DOCKET NUMBER:</b>	805570-0002		

CH \$115.00 3045936

NAME OF SUBMITTER:	JUDITH L. CARLSON
Signature:	/JLC/
Date:	01/04/2008
Total Attachments: 3 source=Trademark License#page1.tif source=Trademark License#page2.tif source=Trademark License#page3.tif	

## TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement ("Agreement") is entered into and made effective as of this 11 day of December, 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