

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lujack Schierbrock Chevrolet Co.		04/12/2007	CORPORATION: IOWA
RECEIVING PARTY DATA			
Name:	Quad Cities Automotive Group, L.L.C.		
Street Address:	5201 N. Grape Rd.		
City:	Mishawaka		
State/Country:	INDIANA		
Postal Code:	46545		
Entity Type:	LIMITED LIABILITY COMPANY: IOWA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2359497	LUJACK'S	
CORRESPONDENCE DATA			
Fax Number:	(319)363-8448		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3193638199		
Email:	rmaas@arensonlaw.com		
Correspondent Name:	Ryan A Maas		
Address Line 1:	425 2nd St SE, Ste 900		
Address Line 4:	Cedar Rapids, IOWA 52401		
NAME OF SUBMITTER:	Ryan A Maas		
Signature:	/Ryan A Maas/		
Date:	06/09/2010		

Total Attachments: 4
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ASSIGNMENT OF GOODWILL AND INTANGIBLE ASSETS

This Assignment of Goodwill and Intangible Assets ("Agreement"), dated as of April 12, 2007, is made and entered into by and among Lujack Schierbrock Chevrolet Co., Lujack Schierbrock, Inc., and Pohlmann Automotive Inc., and Pohlmann Motors Inc., (collectively the "Assignors"), each of which is an Iowa corporation and Quad Cities Automotive Group, L.L.C. ("Assignee"), an Iowa limited liability company.

BACKGROUND AND PURPOSE

Michael R. Leep, Sr. ("Leep") and Assignors entered into a certain Agreement for Purchase and Sale of Assets dated on or about December 5, 2006 (the "Asset Purchase Agreement"), under which Leep, or his assignee, agreed to purchase substantially all the assets of Assignors relating to certain motor vehicle dealerships (the "Assets"), as further described in the Asset Purchase Agreement. The value of the Assets to Assignee is largely attributable to Assignors' close and continuing relationships with the manufacturers that provide the new automobiles and light-trucks sold at Assignors' motor vehicle dealerships, as well as Assignors development of certain trade names, trademarks, and advertising campaigns designed to establish customer relationships and market recognition. Assignee desires that Assignors transfer their goodwill and intangible assets to Assignee pursuant to the terms and conditions of the Asset Purchase Agreement and this Agreement. Assignors are so willing. The purpose of this Agreement is to carry out the intentions of the parties as set forth in the Asset Purchase Agreement with regard to the transfer of Assignors' goodwill and intangible assets.

AGREEMENT

Assignee and the Assignors and the Acquired Dealerships therefore do hereby agree as follows:

SECTION 1. ASSIGNMENT OF GOODWILL AND INTANGIBLE ASSETS

The Assignors do hereby assign to Assignee all right, title, and interest in all of the goodwill and intangible assets being purchased under the Asset Purchase Agreement including, but not limited to, goodwill relating to all franchises; rights associated with the franchises; assignment of any market share exclusivity agreements with the Manufacturers; federal, state, and local certifications and other permits (to the extent assignable); workers' compensation and unemployment ratings (if transferable and if desired by Assignee); all trade names, as well as all assumed and fictitious business names, including the business and trade names and trademarks listed in Schedule 5 of the Asset Purchase Agreement; brand names; executory contract rights for those assumed contracts set forth in Schedule 14 of the Asset Purchase Agreement; intellectual property; telephone numbers; pre-paid advertising; all operating data and

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records of Assignors related to their motor vehicle dealership franchises and businesses, including customer lists and records, financial, accounting and credit records, correspondence, budgets, and other similar documents and records; files, documents, correspondence, lists, creative materials, advertising and promotional materials, studies, reports, and other printed or written materials relating to the products or business of Assignors' motor vehicle dealership franchises and businesses; shop reference manuals, parts reference catalogs, product sales training materials, videotapes; the value related to Assignors' business and all other intangible assets, rights and interests of any value associated with Assignors' motor vehicle dealership franchises and dealership businesses, but excluding the assets of Assignors listed in Section 7 of the Asset Purchase Agreement.

SECTION 2. CONSIDERATION TO BE PAID FOR ASSIGNMENT OF INTANGIBLE ASSETS

In exchange for the assignment to it of the goodwill and intangible assets, Assignee agrees to pay Assignors the sum of **Ten Million, Five Hundred Thousand Dollars (\$10,500,000.00)** in immediately available funds.

SECTION 3. ASSIGNORS' REPRESENTATIONS AND WARRANTIES.

Assignors represent and warrant that Assignors have the exclusive right to transfer their goodwill and intangible assets to Assignee; that they have not previously transferred to any person or entity any ownership interest in or rights relating to such goodwill and intangible assets; and such goodwill and intangible assets are subject to no claims, liens, encumbrances of any kind, or any other agreements.

SECTION 4. MISCELLANEOUS

4.1 Entire Agreement. The entire agreement between the Parties pertaining to the ownership or use of the goodwill and intangible assets is contained in the Asset Purchase Agreement and this Agreement and the Asset Purchase Agreement and this Agreement supersede and replace all other agreements between the Parties pertaining to their subject matter.

4.2 Modification. No amendment, modification or change to this Agreement shall be binding unless evidenced in a writing signed by each Party or an authorized representative of each Party.

4.3 Governing Law. This Agreement will be interpreted, construed, and enforced in accordance with the laws of the State of Iowa without reference to its choice of law rules, except to the extent preempted by the laws of the United States of America.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed effective as of the date written above.

ASSIGNORS:

POHLMANN MOTORS INC.

LUJACK SCHIERBROCK, INC.

By: 
Peter G. Pohlmann, President

By: 
Peter G. Pohlmann, President

LUJACK SCHIERBROCK CHEVROLET CO.

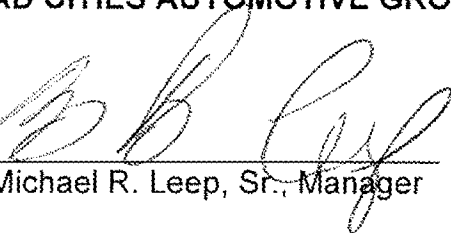
POHLMANN AUTOMOTIVE INC.

By: 
Peter G. Pohlmann, President

By: 
Peter G. Pohlmann, President

ASSIGNEE:

QUAD CITIES AUTOMOTIVE GROUP, L.L.C.

By: 
Michael R. Leep, Sr., Manager

Schedule 5
Business Names, Trade Names, Trademarks

Lexus of the Quad Cities
Saturn of the Quad Cities
Pohlmann Automotive, Inc
Pohlmann Management Co LLC
Pohlmann Motors, Inc.
Pohlmann Properties, Inc.
Pohlmann Realty, Inc.
Lujack Schierbrock Honda
Lujack Schierbrock, Inc.
Lujack Schierbrock Imports
Lujack Auto Plaza
Lujack Honda
Lujack Mitsubishi
Lujack Plaza West
Lujack Schierbrock, Inc.
Lujack Schierbrock Chevrolet, Co.
Lujack's
Lujack's Northpark Auto Plaza
Northpark Auto Plaza