

09-12-2000

Docket No. SCF V-582



TRADEMARK CON

SHEET

8.2.W

101454428

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

Name of conveying party(ies):  
Second Chance Financial Inc.

Name and address of receiving party(ies):

Ugly Duckling Corporation

2525 E. Camelback Road, Suite 500

City Phoenix

State Arizona Zip Code 85016

- Individual(s)
- General Partnership
- Corporation-State Florida
- Association
- Limited Partnership
- Other \_\_\_\_\_

Individual(s) - Citizenship \_\_\_\_\_

Association

General Partnership

Limited Partnership

Corporation-State Delaware

Other \_\_\_\_\_

Additional name(s) of conveying parties attached?

Yes  No

If assignee is not domiciled in the United states, a domestic representative designation is attached:

Yes  No

Nature of conveyance:

Assignment  Merger

Security Agreement

Other \_\_\_\_\_

(Designation must be a separate document from Assignment)

Additional names(s) & address(es) attached?

Yes  No

Execution Date: December 31, 1996

Total number of applications and registrations involved: 4

A. Trademark Application No. (s)

B. Trademark registration No. (s)

U.S. Service Mark Registration No. 1,801,235 Registered: October 26, 1993

U.S. Service Mark Registration No. 1,926,144 Registered: October 10, 1995

U.S. Service Mark Registration No. 2,223,461 Registered: February 16, 1999

U.S. Service Mark Registration No. 2,223,460 Registered: February 16, 1999

09/12/2000 JML/LHE 0000062 1801235

01 FC:481  
02 FC:482

40.00 DP  
75.00 DP

TRADEMARK  
REEL: 002132 FRAME: 0460



08-02-2000

U.S. Patent & TMO/TM Mail RcptDt #70

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

Name: L. Lawton Rogers, III


Address: ROGERS & KILLEEN  
510 King Street  
Suite 400  
Alexandria, VA 22314

The Commissioner is hereby authorized to charge payment of any additional fees associated with this communication or credit any overpayment to Deposit Account No. 18-1835. A duplicate of this sheet is enclosed.

Total fee (37 C.F.R. 3.41): \$ 115.00  
X Enclosed

Authorized to be charged to deposit account

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date

## ASSIGNMENT

THIS ASSIGNMENT effective *nunc pro tunc* the 31<sup>st</sup> day of December 1996, is made by Second Chance Finance, Inc., a corporation of the State of Florida having a place of business at 5801 Ulmerton Avenue, Clearwater, Florida 34620 United States (hereinafter, the "Assignor") and Ugly Duckling Corporation, a corporation of the State of Delaware having a place of business at 2525 E. Camelback Road, Suite 500, Phoenix, Arizona, 85016 United States (hereinafter, the "Assignee").

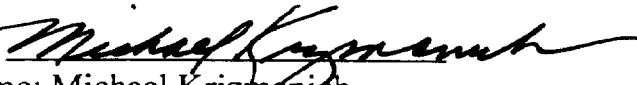
NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the marks and the registrations for the marks set forth in Exhibit A, together with the goodwill represented thereby, the same to be held and enjoyed by Assignee, for its own use and behoof and the use and behoof of its successors, legal representatives and assigns fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, his successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title and interest in and to said marks and said registrations, and that the same are unencumbered and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, his successors, legal representatives and assigns, that the Assignor will, whenever counsel of Assignee, or the counsel of his successors, legal representatives and assigns, shall advise that any proceeding in connection with said registration is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of said marks and said registrations without charge to the Assignee, his successors, legal representatives and assigns, but at the cost and expense of the Assignee, his successors, legal representatives and assigns.

SECOND CHANCE FINANCE, INC.

Date: 12-31-96

By:   
Name: Michael Krizmanich  
Title: President

**EXHIBIT A**

**SECOND CHANCE FINANCE**

U.S. Registration No. 1,801,235;

**2ND CHANCE**

U.S. Registration No. 1,926,144

**SECOND CHANCE FINANCE**

U.S. Registration No. 2,223,461

**2ND CHANCE**

U.S. Registration No. 2,223,460

**2ND CHANCE FINANCE**

Florida State Registration No. T95,440

**2ND CHANCE**

Florida State Registration No. T95,643

**2ND CHANCE and Design**

Florida State Registration No. T95,642