

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																																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>MAACO Enterprises, Inc.</td> <td></td> <td>10/21/2008</td> <td>CORPORATION: PENNSYLVANIA</td> </tr> <tr> <td>Hatboro Cosmollision, Inc.</td> <td></td> <td>10/21/2008</td> <td>CORPORATION: PENNSYLVANIA</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	MAACO Enterprises, Inc.		10/21/2008	CORPORATION: PENNSYLVANIA	Hatboro Cosmollision, Inc.		10/21/2008	CORPORATION: PENNSYLVANIA																																		
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RECEIVING PARTY DATA																																														
Name:	Maverick I Acquisition Corp.																																													
Street Address:	128 S. Tryon Street, Suite 900																																													
City:	Charlotte																																													
State/Country:	NORTH CAROLINA																																													
Postal Code:	28202																																													
Entity Type:	CORPORATION: DELAWARE																																													
PROPERTY NUMBERS Total: 34																																														
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Registration Number:	1008037	MAACO AUTO PAINTING																																												

OP \$865.00 2997464

900119525

TRADEMARK
REEL: 003879 FRAME: 0153

Registration Number:	1610781	MAACO CERTIFIED COLLISION CENTER
Registration Number:	3006015	MAACO COLLISION REPAIR & AUTO PAINTING
Registration Number:	2146176	MAACO POLARIS
Registration Number:	2275957	MAACO
Registration Number:	2575354	MAACO-VERS
Registration Number:	3492302	MEDUSA
Registration Number:	3433537	NORTH AMERICA'S BODYSHOP
Registration Number:	2764069	
Registration Number:	1946653	POLY-LOK
Registration Number:	1938812	PREP PLUS
Registration Number:	1448895	PRESIDENTIAL
Registration Number:	2450961	SIGNATURE SERVICE
Registration Number:	1937610	SMART CHOICE
Registration Number:	2034247	SMART PACK
Registration Number:	1974744	SMART VALUE
Registration Number:	2111535	SUPER PACK
Registration Number:	1935667	SUPREME
Registration Number:	1933300	SUPREME PLUS
Registration Number:	1459555	UH OH BETTER GET MAACO
Registration Number:	1959356	ULTRA URETHANE
Registration Number:	1950930	VALUE-PREP

CORRESPONDENCE DATA

Fax Number: (704)353-3698
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 704 331 7517
 Email: donna.millard@klgates.com, dan.dzara@klgates.com
 Correspondent Name: D. Daniel Dzara, II
 Address Line 1: 214 N Tryon St., Hearst Tower 47th Floor
 Address Line 2: K & L Gates LLP
 Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	14458.70MAVERICK/CAROUSEL
NAME OF SUBMITTER:	D. Daniel Dzara
Signature:	// D. Daniel Dzara, II //
Date:	10/29/2008

Total Attachments: 11

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**ASSIGNMENT OF COPYRIGHTS, PATENTS, SERVICE MARKS, TRADEMARKS,
TRADE NAMES, LOGOS, TRADE SECRET RIGHTS, AND DOMAIN NAMES**

This Assignment of Copyrights, Patents, Service Marks, Trademarks, Trade Names, Logos, Trade Secret Rights, and Domain Names (this “**Assignment**”) is made as of October 21, 2008, by MAACO Enterprises, Inc., a Pennsylvania corporation (“**Enterprises**”) and Hatboro Cosmollision, Inc., a Pennsylvania corporation (“**Hatboro**” and together with Enterprises, the “**Assignors**” and each an “**Assignor**”), to Maverick I Acquisition Corp., a Delaware corporation (the “**Assignee**”).

The Assignors and the Assignee are parties to a Purchase Agreement, dated as of October 21, 2008, (the “**Purchase Agreement**”), pursuant to which the Assignors have agreed to sell to the Assignee, and the Assignee has agreed to purchase from the Assignors, the Purchased Assets, including the copyrights, patents, service marks, trademarks, trade dress, logos, trade names, trade secrets, domain names, and corporate names of each Assignor. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Purchase Agreement. In accordance with the Purchase Agreement, the Assignors desire to transfer and assign to the Assignee, and the Assignee desires to accept the transfer and assignment of, all of each Assignor’s worldwide rights, title and interests in, to and under the following:

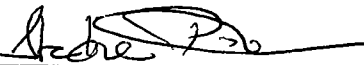
- (1) all of each such Assignor’s registered and unregistered domestic and foreign copyrights, copyright applications, copyright renewals and copyrightable works (collectively, the “**Copyrights**”), including those listed in Schedule A;
- (2) all of each such Assignor’s domestic and foreign patents and patent applications (collectively, the “**Patents**”), including those listed on Schedule B; and
- (3) all of each such Assignor’s registered and unregistered domestic and foreign service marks, trademarks, logos, trade dress, service mark applications, trademark applications and trade names (collectively, the “**Marks**”), including those listed on Schedule C, and all goodwill of the business connected with the use of and symbolized by each service mark, trademark, trade dress, logo and trade name.
- (4) all of each such Assignor’s domain names, including those listed on Schedule C.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors hereby transfer and assign to the Assignee all of the Assignors’ worldwide rights, title and interests in, to and under the Copyright, Patents, and Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Copyright, Patent, or Mark, whether arising prior to or subsequent to the date of this Assignment, and any and all improvements thereto, reissuances, continuations, continuations-in-part, revisions, reexaminations, renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignors had this Assignment not been made.

Each party has caused its duly authorized officer to execute this Assignment as of the date first above written.

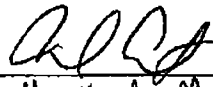
“Assignee”

Maverick I Acquisition Corp.

By: 
Name: Theodore P. Pearce
Title: Vice President and Secretary

"Assignors"

MAACO Enterprises, Inc.

By: 
Name: Mark A. Martino
Title: Chairman & CEO

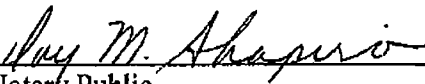
State of PA

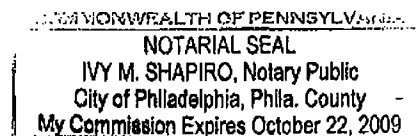
SS.:

County of Phila

On this 21st day of October, 2008, before me personally appeared MARK A. MARTINO of MAACO Enterprises, Inc., 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 executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.


Notary Public



Hatboro Cosmollision, Inc.

By: [Signature]
Name: MARK A. MARTINO
Title: CHAIRMAN & CEO

State of PA

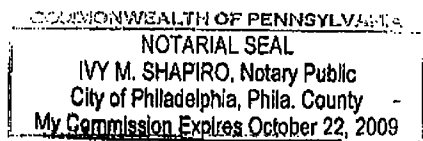
ss.:

County of Phila

On this 24th day of October, 2008, before me personally appeared MARK A. MARTINO of Hatboro Cosmollision, Inc., 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 executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Ivy M. Shapiro
Notary Public



SCHEDULE A

Registered Copyrights

<u>Title</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Copyright Claimant</u>
<u>Paint Line training program / developed by the Training Department, Maaco Enterprises, Inc.</u>	<u>PAU000108505</u>	<u>5/25/1979</u>	<u>Maaco Enterprises, Inc.</u>

Pending Copyrights Applications

Copyright Author Application Date

None.

SCHEDULE B

Registered Patents

Patent	U.S. or Canadian Registration No.	Registration Date
None.		

Pending Patent Applications

Patent	Application Number	Application Date
None.		

SCHEDULE C

Service Mark and Trademark Registrations and Applications

Database	Mark	Application No.	Reg. No.	Reg. Date	Owner
Mexico	AMBASSADOR	200309	469496	8/12/1994	Maaco Enterprises, Inc.
Mexico	CONGRESSIONAL	200323	469503	8/12/1994	Maaco Enterprises, Inc.
Mexico	MAACO	134806	424688	10/29/1992	Maaco Enterprises, Inc.
Mexico	PRESIDENTIAL	203376	471219	8/25/1994	Maaco Enterprises, Inc.
Mexico	SIGNATURE SERVICES	200315	469500	8/12/1994	Maaco Enterprises, Inc.
Mexico	UH OH BETTER GET MAACO	200322	469502	8/12/1994	Maaco Enterprises, Inc.
Puerto Rico	AMBASSADOR	-	45416	6/30/2000	Maaco Enterprises, Inc.
Puerto Rico	AMERICA'S SMART CHOICE	-	45872	3/31/2001	Maaco Enterprises, Inc.
Puerto Rico	AMERICA'S SMART CHOICE	-	8335	12/12/1995	Maaco Enterprises, Inc.
Puerto Rico	CONGRESSIONAL	-	8336	6/30/2001	Maaco Enterprises, Inc.
Puerto Rico	MAACO	-	7164	1/31/1978	Maaco Enterprises, Inc.
Puerto Rico	MAACO	-	7165	1/31/1978	Maaco Enterprises, Inc.
Puerto Rico	MAACO	-	8363	6/30/2001	Maaco Enterprises, Inc.
Puerto Rico	MAACO AUTO PAINTING AND BODYWORKS	-	8338	10/19/1996	Maaco Enterprises, Inc.
Puerto Rico	MAACO AUTO PAINTING AND BODYWORKS AND DESIGN	-	46727	4/30/2001	Maaco Enterprises, Inc.
Puerto Rico	MAACO HOJALATERIA Y PINTURA AND DESIGN	-	48877	2/28/2002	Maaco Enterprises, Inc.
Puerto Rico	MAACO Stylized	-	45410	3/31/2001	Maaco International, Inc.
Puerto Rico	POLY-LOK	-	45381	8/31/2000	Maaco Enterprises, Inc.
Puerto Rico	POLY-LOK	-	8322	1/9/1996	Maaco Enterprises, Inc.
Puerto Rico	PREP PLUS	-	8324	11/28/1995	Maaco Enterprises, Inc.
Puerto Rico	PREP PLUS	-	45380	5/11/1999	Maaco Enterprises, Inc.
Puerto Rico	PRESIDENTIAL	-	8325	6/30/2001	Maaco Enterprises, Inc.
Puerto Rico	PRESIDENTIAL	-	45379	8/31/2000	Maaco Enterprises, Inc.
Puerto Rico	SIGNATURE SERVICE	-	43374	8/31/2000	Maaco Enterprises, Inc.
Puerto Rico	SMART CHOICE	-	8328	11/21/1995	Maaco Enterprises, Inc.
Puerto Rico	SMART CHOICE	-	45376	8/31/2000	Maaco Enterprises, Inc.
Puerto Rico	SMART PACK	-	45375	8/31/2000	Maaco Enterprises, Inc.

Database	Mark	Application No.	Reg. No.	Reg. Date	Owner
Puerto Rico	SMART PACK	-	8329	6/30/2001	Maaco Enterprises, Inc.
Puerto Rico	SMART VALUE	-	45370	8/31/2000	Maaco Enterprises, Inc.
Puerto Rico	SMART VALUE	-	8330	5/21/1996	Maaco Enterprises, Inc.
Puerto Rico	SUPER PACK	-	45406	8/31/2000	Maaco Enterprises, Inc.
Puerto Rico	SUPER PACK	-	8331	6/30/2001	Maaco Enterprises, Inc.
Puerto Rico	SUPREME	-	8332	11/14/1995	Maaco Enterprises, Inc.
Puerto Rico	SUPREME	-	45373	5/11/1999	Maaco Enterprises, Inc.
Puerto Rico	SUPREME PLUS	-	45873	7/15/1999	Maaco Enterprises, Inc.
Puerto Rico	SUPREME PLUS	-	8337	11/14/1995	Maaco Enterprises, Inc.
Puerto Rico	UH OH BETTER GET MAACO	-	45378	3/31/2001	Maaco International, Inc.
Puerto Rico	UH OH BETTER GET MAACO	-	8326	6/30/2001	Maaco Enterprises, Inc.
Puerto Rico	ULTRA URETHANE	-	8333	6/30/2001	Maaco Enterprises, Inc.
Puerto Rico	ULTRA URETHANE	-	45417	6/30/2000	Maaco Enterprises, Inc.
Puerto Rico	VALUE-PREP	-	45415	8/31/2000	Maaco Enterprises, Inc.
Puerto Rico	VALUE-PREP	-	8334	11/28/1995	Maaco Enterprises, Inc.
U.S.A.	A.M.A. CAR AND DESIGN	78/407104	2997464	9/20/2005	Maaco Enterprises, Inc.
U.S.A.	AMBASSADOR	73/633586	1448896	7/21/1987	Maaco Enterprises, Inc.
U.S.A.	AMERICA'S BODYSHOP	76/495230	2787733	11/25/2003	Maaco Enterprises, Inc.
U.S.A.	AMERICA'S SMART CHOICE	74/540905	1940652	12/12/1995	Maaco Enterprises, Inc.
U.S.A.	Collision Design	74/008055	1610782	8/21/1990	Maaco Enterprises, Inc.
U.S.A.	COSMOLLISION	76/228264	2617360	9/10/2002	Maaco Enterprises, Inc.
U.S.A.	IT'S MAACO FOR MAACO-VERS!	76/084219	2482155	8/28/2001	Maaco Enterprises, Inc.
U.S.A.	MAACO	73/672150	1480014	3/8/1998	Maaco Enterprises, Inc.
U.S.A.	MAACO	73/131729	1084252	1/31/1978	Maaco Enterprises, Inc.
U.S.A.	MAACO	73/131730	1084283	1/31/1978	Maaco Enterprises, Inc.
U.S.A.	MAACO (NEW LOGO DESIGN)	78/243907	2853706	6/15/2004	Maaco Enterprises, Inc.
U.S.A.	MAACO AUTO PAINTING AND BODYWORKS & Design	73/054761	1050442	10/19/1976	Maaco Enterprises, Inc.
U.S.A.	MAACO AUTO PAINTING & Design	73/019530	1008037	4/1/1975	Maaco Enterprises, Inc.
U.S.A.	MAACO CERTIFIED COLLISION CENTER	74/008053	1610781	8/21/1990	Maaco Enterprises, Inc.
U.S.A.	MAACO COLLISION REPAIR & AUTO	78/480375	3006015	10/11/2005	Maaco Enterprises, Inc.

Database	Mark	Application No.	Reg. No.	Reg. Date	Owner
	PAINTING				Inc.
U.S.A.	MAACO POLARIS & Design	75/241432	2146176	3/24/1998	Maaco Enterprises, Inc.
U.S.A.	MAACO Stylized	75/505732	2275957	9/7/1999	Maaco Enterprises, Inc.
U.S.A.	MAACO-VERS	76/084218	2575354	6/4/2002	Maaco Enterprises, Inc.
U.S.A.	MEDUSA	77/381372	3492302	8/26/2008	Maaco Enterprises, Inc.
U.S.A.	NORTH AMERICA'S BODYSHOP	77/263657	3433537	5/20/2008	Maaco Enterprises, Inc.
U.S.A.	Paint Manager Design	76/474059	2764069	9/16/2003	Maaco Enterprises, Inc.
U.S.A.	POLY-LOK	74/608020	1946653	1/9/1996	Maaco Enterprises, Inc.
U.S.A.	PREP PLUS	74/618716	1938812	11/28/1995	Maaco Enterprises, Inc.
U.S.A.	PRESIDENTIAL	73/633577	1448895	7/21/1987	Maaco Enterprises, Inc.
U.S.A.	SIGNATURE SERVICE	76032795	2450961	5/15/2001	Maaco Enterprises, Inc.
U.S.A.	SMART CHOICE	74/618717	1937610	11/21/1995	Maaco Enterprises, Inc.
U.S.A.	SMART PACK	74/605872	2034247	1/28/1997	Maaco Enterprises, Inc.
U.S.A.	SMART VALUE	74/618715	1974744	5/21/1996	Maaco Enterprises, Inc.
U.S.A.	SUPER PACK	74/692003	2111535	11/11/1997	Maaco Enterprises, Inc.
U.S.A.	SUPREME	74/618718	1935667	11/14/1995	Maaco Enterprises, Inc.
U.S.A.	SUPREME PLUS	74/618719	1933300	11/7/1995	Maaco Enterprises, Inc.
U.S.A.	UH OH BETTER GET MAACO	73/638427	1459555	9/29/1987	Maaco Enterprises, Inc.
U.S.A.	ULTRA URETHANE	74/541089	1959356	2/27/1996	Maaco Enterprises, Inc.
U.S.A.	VALUE-PREP	74/618714	1950930	1/23/1996	Maaco Enterprises, Inc.

Unregistered Service Marks, Trademarks and Trade Names

A Better Way to Make it Better
 Best Body Shop Practices...For Less!
 Best Body Shop Practices for Less!
 Best Body Shop Practices for Less
 Canada's Body Shop
 Don't Buy New Fix The Old
 Drivable Accident
 Image is Everything to Your Fleet
 Maaco Repairs More Cars Than Anyone Else
 Maaco, the Collision Shop That Also Paints Cars

No One Does More
Out of Pocket Accident Repair
Out of Pocket Pay
Paint Line
Quick Connect
Runs Good Looks Bad
Signature
Take Another Look At Maaco
The Collision Body Shop that Also Paints Cars!
The Color You Chose Is the Color We Match
The Premier Collision Center
The Premier Collision Center that also Paints Cars
The Premier Collision Shop That Paints Cars
The Premium Collision Shop that Paints Cars
The Right Approach for You
The Right Approach for You...
We Paint More Cars
We Repair... We Restore... We Renew ... We Just Want You Back Together

Domain Names

americas-bodyshop.com
americas-bodyshop.net
americasautobodyshop.com
americasautobodyshop.net
americasbodyshop.net
cosmollision.com
cosmollision.net
cosmollision.us
infomaaco.com
maaco.com
maaco.org
maacoautopainting.com
maacoautopainting.net
maacoautopainting.us
maacoautopaintingandbodyworks.com
maacoautopaintingandbodyworks.net
maacocan.com
maacocan.net
maacocan.org
maacofranchise.com
maacousa.com
maacousa.net
maacousa.org
uhohbettergetmaaco.com
uhohbettergetmaaco.net
americasbodyshop.org
hatboroconsulting.com

maacoautofranchise.info
maacofranchise.us
maacomedusa.net
managetoown.com
medusa.ms