

08-17-1998

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To the Honorable Commissioner

100794855

original documents or copy thereof.

1. Name of conveying party(ies): Cara Collision and Glass, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Minnesota
- Other _____

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

U.S. Patent & TMO/TM Mail Rcpt Dt. #26



08-03-1998

2. Name and address of receiving party(ies):

Name: Marquette Capital Bank, N.A.

Internal Address: 4000 Dain Bosworth Plaza

Street Address: 60 S. 6th Street, P.O. Box 1000

City Minneapolis State MN ZIP 55480-1000

- Individual(s) citizenship _____
- Association national banking association
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____

If assignee is not domiciled in the United States, a domestic representative designation is

attached: Yes No

Designation must be a separate document from Assignment

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: July 18, 1998

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

A. Trademark Application No.(s)

75/150261

B. Trademark registration No.(s)

2092126

Additional numbers attached? Yes No

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

Name: Lynn M. Gardin

Internal Address: Fredrikson & Byron, P.A.

Street Address: 900 Second Avenue South, #1100

City: Minneapolis State: MN ZIP 55402

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.4): \$ 65.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

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.

Lynn M. Gardin
Name of Person Signing

Lynn M. Gardin
Signature

July 28, 1998

Date

Total number of pages including cover sheet, attachments and document:

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

08/17/1998 DMGUYEN 00000031 2092126

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

01 FC:481
02 FC:482

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503



08-03-1998

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated July 28, 1998, is by and between Cara Collision and Glass, Inc., a Minnesota corporation ("Debtor") and Marquette Capital Bank, N.A., a national banking association ("Secured Party").

WITNESSETH:

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof; and

WHEREAS, Secured Party and Debtor have entered or are about to enter into financing arrangements pursuant to which Secured Party may make loans and advances and provide other financial accommodations to Debtor as set forth in the Revolving Credit and Term Loan Agreement, dated of even date herewith, by and among Secured Party, Debtor and certain affiliates of Debtor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Secured Party to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed, among other things, to grant to Secured Party certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Grant of Security Interest

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party a continuing security interest in and a general lien upon, and a conditional (conditioned on the occurrence of an Event of Default (as hereinafter defined) and the continuance of such Event of Default) assignment of, the following (being collectively referred to herein as the "Collateral"):

(a) all of Debtor's now existing or hereafter acquired right, title and interest in and to: (i) all of Debtor's trademarks, tradenames, trade styles and service marks and all applications,

registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuations and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. Obligations Secured

The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature, and description owing by Debtor to Secured Party, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under this Agreement, the Loan Agreement, the other Financing Agreements or otherwise, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party (all of the foregoing being collectively referred to herein as the "Obligations").

3. Events of Default

All Obligations shall become immediately due and payable, without notice or demand, at the option of Secured Party, upon the occurrence of any Event of Default, as such term is defined in the Loan Agreement (each an "Event of Default" hereunder).

4. Rights and Remedies

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its good faith discretion deem appropriate; provided, however, any such license or licenses shall impose on any licensee(s) such quality control obligations as may be reasonably necessary to prevent abandonment of the Trademarks and to preserve and protect the good will associated with the Trademarks. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Power of Attorney attached hereto as Exhibit B, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses.

(d) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof, and all of the foregoing shall be maintained in confidence by Secured Party.

(e) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

**EXHIBIT A
TO
TRADEMARK SECURITY AGREEMENT**

LIST OF TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
CARA	Pending (Application No.: 75/150261)	Pending (Application date: 8-15-96)	
CARA COLLISION AND GLASS	2092126	8-26-97	8-26-07

**EXHIBIT B
TO
TRADEMARK SECURITY AGREEMENT**

SPECIAL POWER OF ATTORNEY

STATE OF MINNESOTA)
) ss.:
COUNTY OF HENNEPIN)

KNOW ALL MEN BY THESE PRESENTS, that Cara Collision and Glass, Inc. (“Debtor”), having an office at 6501 East River Road, Fridley, Minnesota 55432 hereby appoints and constitutes, severally, Marquette Capital Bank, N.A. (“Secured Party”), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Secured Party, in its good faith discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its good faith discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Security Agreement, dated of even date herewith, between Debtor and Secured Party (the “Security Agreement”) and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all “Obligations,” such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: July __, 1998

CARA COLLISION AND GLASS, INC.

By _____
Daniel Z. Gutt
Its Chief Financial Officer

Draft 7-27-98
2160498-2

STATE OF MINNESOTA)
) ss.:
COUNTY OF HENNEPIN)

On this ___ day of July, 1998, before me personally came Daniel Z. Gutt to me known, who being duly sworn, did depose and say, that he is the Chief Financial Officer of Cara Collision and Glass, Inc., and that he signed his name on behalf of said corporation.

Notary Public

Draft 7-27-98
2160498-2

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RECORDED: 08/03/1998

TRADEMARK
REEL: 1768 FRAME: 0344