

MKA RECOR 8-13-98 TI

08-18-1998



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To the Honorable Commissioner of Patents &

100795860

original documents or copy thereof.

1. Name of conveying party(ies):

ABRA Automotive Systems, Inc. 6601 Shingle Creek Parkway, Suite 200 Brooklyn Center, Minnesota 55430

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 6-30-98

2. Name and address of receiving party(ies)

Name: Heller Financial, Inc.

Internal Address:

Street Address: 500 West Monroe Street

City: Chicago State: IL ZIP: 60661

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,160,591 2,160,592

Additional numbers attached? Yes No

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

Name: LaShana C. Jimmar

Internal Address: Paul, Hastings, Janofsky & Walker, LLP

Street Address: 600 Peachtree Street, NE Suite 2400

City: Atlanta State: GA ZIP: 30308-2222

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

08/13/1998 JSHABAZZ 00000172 2160591

DO NOT USE THIS SPACE

FC:481 40.00 DP FC:482 25.00 DP

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.

LaShana C. Jimmar Name of Person Signing

Signature

8-12-98 Date

Total number of pages including cover sheet, attachments, and document: 5

TRADEMARK SECURITY AGREEMENT

WHEREAS, ABRA Automotive Systems, Inc., a Minnesota corporation ("Grantor"), owns the Trademarks and applications for Trademarks listed on Schedule 1 annexed hereto; and

WHEREAS, ABRA, Inc., a Minnesota corporation (the "Borrower") and Heller Financial, Inc. ("Agent") are parties to a Credit Agreement dated June 30, 1998 (as same may be amended, restated, modified and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Borrower by Agent and certain other financial institutions that may from time to time become parties thereto as Lenders; and

WHEREAS, pursuant to the terms of the Subsidiary Security Agreement dated as of June 30, 1998 (as the same may be amended, restated, modified and in effect from time to time, the "Security Agreement") between Grantor, the other Debtors party thereto and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Subsidiary Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all Secured Obligations (as defined in the Subsidiary Security Agreement);

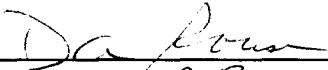
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark and application for Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (2) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

The security interest granted hereby is granted in conjunction with the security interests granted to Grantee pursuant to the Subsidiary Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Subsidiary Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

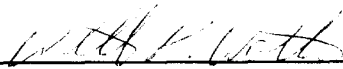
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the 30th day of June, 1998.

ABRA AUTOMOTIVE SYSTEMS, INC.

By: 
Name: Dvane A Rouse
Title: Senior VP & CFO

Acknowledged:

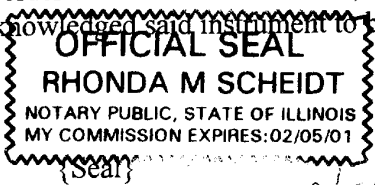
HELLER FINANCIAL, INC., as Agent

By: 
Name: William R. Witt
Title: Vice President

ACKNOWLEDGMENT

STATE OF Illinois)
)
COUNTY OF Cook) ss.

On the 26th day of June, 1998 before me personally appeared Duane A. Rouse, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Sr. VP + CFO of ABRA Automotive Systems, Inc. who being by me duly sworn, did depose and say that he/she is Sr. VP + CFO of ABRA Automotive Systems, Inc., the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he/she signed his/her name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.



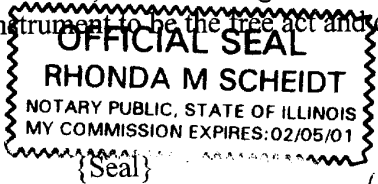
Rhonda M. Scheidt
Notary Public

My commission expires: 2/5/2001

ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
COUNTY OF COOK) ss.

On the 26th day of June, 1998 before me personally appeared William P. Watkins, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Vice President of Heller Financial, Inc. who being by me duly sworn, did depose and say that he/she is Vice President of Heller Financial, Inc., the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he/she signed his/her name thereto by like order; and that he/she acknowledged said instrument to be the free act and deed of said corporation.



Rhonda M. Scheidt
Notary Public

My commission expires: 2/5/2001

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

SERVICE MARKS

NUMBER	CLASS	DESCRIPTION	REGISTRATION DATE	RENEWAL DATE	PURPOSE
2,160,591	U.S. Classes: 100, 103 and 106 International Class: 37	ABSOLUTELY ABRA	05/26/98	05/26/08	Vehicle body repair, maintenance, refinishing and painting services; vehicle glass replacement and repair services.
2,160,592	U.S. Classes: 100, 103 and 106 International Class: 37	ABSOLUTELY THE BEST	05/26/98	05/26/08	Vehicle body repair, maintenance, refinishing and painting services; vehicle glass replacement and repair services.