

08-19-1999



08-13-1999



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U.S. Patent & TMO/TM Mail Rcpt Dt. #58

Patents a

Original documents or copy thereof.

1. Name of conveying party(ies):

1-800-Autotow, Inc.
1301 N. Congress Avenue
Suite 330
Boynton Beach, Florida 33426

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

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

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

Name: FINOVA Capital Corporation

Internal Address: _____

Street Address: 355 S. Grand Avenue

City Los Angeles State CA ZIP 90071

- 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

(Designation must be a separate document from Assignments)

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

3. Nature of conveyance:

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

Execution Date: August 6, 1999

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

A. Trademark Application No.(s)

75/354 824

B. Trademark registration No.(s)

Additional numbers attached? Yes No

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

Name: Pamela A. Allen

Internal Address: King & Spalding

Street Address: 191 Peachtree Street

City: Atlanta State: GA ZIP: 30303

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): _____ \$ 40.00

Enclosed \$40.00 expedited fee

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying 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.

Pamela A. Allen

8/12/99

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: 4

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

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COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT

THIS COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), made as of the 6th day of August, 1999, by 1-800-AUTOTOW, INC., a Delaware corporation ("Grantor"), in favor of FINOVA CAPITAL CORPORATION ("Lender");

WITNESSETH THAT:

WHEREAS, Grantor owns and uses certain trademarks which are registered in the United States Patent and Trademark Office and other trademarks for which applications to register are pending in the United States Patent and Trademark Office, all as more fully described on Exhibit "A" attached hereto and by reference made part hereof (hereinafter, together with all rights, benefits and privileges derived therefrom, the goodwill of the business symbolized thereby, all registrations thereof, all reissues, divisions, continuations, renewals and extensions thereof, and all proceeds of the foregoing, called the "Trademark Rights"); and

WHEREAS, Lender proposes to make certain loans and advances to Grantor and its affiliates, (collectively with Grantor, "Borrowers") on the date hereof and hereafter, all pursuant to that certain Loan and Security Agreement, dated as of even date herewith between Borrowers and Lender (hereinafter, together with any amendments, modifications or supplements thereto, called the "Loan Agreement"; capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Loan Agreement); and

WHEREAS, as a condition precedent to the extension of such financial accommodations to Borrowers pursuant to the Loan Agreement, Lender has required that Grantor grant to Lender a security interest in and collateral assignment of the Trademark Rights;

NOW, THEREFORE, in order to induce Lender to consummate the financial accommodations to Borrowers provided for in the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Lender a security interest in, and makes to Lender a collateral assignment of, the entire right, title, and interest of Grantor in and to the Trademark Rights. The Trademark Rights shall serve as collateral security to Lender for the payment of all Obligations of Borrowers to Lender, shall constitute a part of the Collateral and shall be subject to all of the terms and conditions of the Loan Agreement.

Notwithstanding the foregoing, unless and until Lender exercises the rights and remedies accorded to it under the Loan Agreement, and by law with respect to the realization upon its security interest in and collateral assignment of the Trademark Rights, Grantor shall own, and may use and enjoy the Trademark Rights in connection with its business operations, but only in a manner consistent with the preservation of their current substance, validity, registration and the

security interest herein granted.


Grantor further agrees (a) that Lender shall not have any obligation or responsibility to protect or defend the Trademark Rights and Grantor shall at its own expense protect, defend and maintain the same to the extent advisable for its business, (b) that it shall forthwith advise Lender in writing of infringements of the Trademark Rights detected by it and (c) that if Grantor fails to comply with the requirements of the preceding clause (a), Lender may do so in Grantor's name or in Lender's name but at Grantor's expense, and Grantor hereby agrees to reimburse Lender for all expenses, including attorneys' fees, incurred by Lender in protecting, defending and maintaining the Trademark Rights owned by Grantor.

The security interest in and collateral assignment of the Trademark Rights granted hereunder shall remain in full force and effect until the termination of the Loan Agreement and the payment and satisfaction in full of the Obligations. At such time Lender shall, if requested by Grantor, execute and deliver to Grantor, or to a third party upon Grantor's instructions, for filing with the United States Patent and Trademark Office and in each office in which any financing statement relative to the security interest granted hereby may have been filed, (i) documentation in accordance with the rules and regulations of said office, (ii) termination statements under the Uniform Commercial Code and (iii) any other documentation reasonably requested by Grantor, all as may be necessary to release Lender's interest in the Trademark Rights, all at the cost and expense of Grantor.

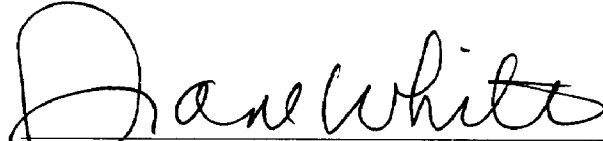
This Agreement shall inure to the benefit of Lender and its successors and assigns and bind Grantor and its successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by its officers thereunto duly authorized as of the date first above written.

1-800-AUTOTOW, INC.

By: 
Name: Eugene A. Iarocci
Title: Senior Vice President and
Chief Operating Officer

On this 6th day of August, 1999, before me appeared Eugene A. Iarocci, the person who signed the within and foregoing Collateral Assignment and Trademark Security Agreement in his capacity as Senior Vice President and Chief Operating Officer of 1-800-AutoTow, Inc., who acknowledged that he signed same as his free act for and on behalf of the identified corporation with authority to do so.



Notary Public

Commission Expiration Date

[NOTARIAL SEAL]



Exhibit A

<u>Trademark</u>	<u>Registration or Application Number</u>	<u>Filing Date</u>
1-800-AUTOTOW	75/354824	9/11/97