

RECC

12-13-1999

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101221436

Tab settings = = =

To the Honorable Commissioner of Patent

Need original documents or copy thereof.

## 1. Name of conveying party(ies):

Parts Now! LLC

- ☐ Individual(s)                      ☐ Association  
☐ General Partnership              ☐ Limited Partnership  
☐ Corporation-State  
☒ Other Delaware Limited Liability Company

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

## 3. Nature of conveyance:

- ☐ Assignment                              ☐ Merger  
☒ Security Agreement                      ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: November 2, 1999

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

Name: Antares Capital Corporation, as agent

Internal Address: \_\_\_\_\_

Street Address: 311 S. WackerCity: Chicago State: IL ZIP: 60606

- ☐ 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)

Additional numbers attached? ☒ Yes ☐ No

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

Name: Laura KonrathInternal Address: Winston & Strawn33rd FloorStreet Address: 35 West Wacker DriveCity: Chicago State: IL ZIP: 60601

## 6. Total number of applications and registrations involved: \_\_\_\_\_

10

7. Total fee (37 CFR 3.41).....\$ 265.00☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number:

N/A

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

12/10/1999 TTON11 00000226 2189116

DO NOT USE THIS SPACE

01 EC:AA1

40.00 OP

02 EC:AA2

225.00 OP

## 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.

Laura Konrath

Name of Person Signing

Signature

11/16/99

Date

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

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

Commissioner of Patents &amp; Trademarks, Box Assignments

TRADEMARK

REEL: 001998 FRAME: 0171

**Schedule V****Trademarks**

Continuation  
Item 4

Mark	Filing	Filing or Registration Number	Filing or Registration Date
PARTS NOW!	US Service Mark	Reg. No. 2,189,116	9/15/98
PARTS NOW!	US Service Mark	Reg. No. 2,187,477	9/8/98
PARTS NOW!	US Service Mark	Reg. No. 2,235,165	3/23/99
PARTS NOW!	US Trademark	Reg. No. 2,189,117	9/15/98
PARTS NOW! with design	US Service Mark	Reg. No. 2,189,115	9/15/98
LASER PRINTER SPECIALISTS	US Service Mark	Reg. No. 2,048,442	3/25/97
SERVICE TODAY with design	US Trademark	Reg. No. 2,008,696	10/15/96
PARTS NOW	US Service Mark	Reg. No. 2,149,495	4/7/98
PARTS NOW with design	US Service Mark	Reg. No. 2,149,494	4/7/98
PARTS NOW	US Service Mark	Reg. No. 2,254,188	6/15/99

**Trademark Applications - Foreign**

Mark	Filing	Filing or Registration Number	Filing or Registration Date
PARTS NOW!	Canada	App. #854,091	8/20/97

**State Trademark**

Wisconsin State Trademark, PARTS NOW!, filed March 8, 1989

**Internet Domain Names**

PARTSNOWINC.COM  
HPPARTS.COM  
CANONPARTS.COM

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 2, 1999, is between Parts Now! LLC (formerly known as PNA Acquisition, Inc.), a Delaware limited liability company ("Debtor"), and Antares Capital Corporation, a Delaware corporation (the "Secured Party"), as agent for the benefit of the "Lenders" (as such term is hereinafter defined).

## WITNESSETH:

WHEREAS, Debtor has entered into a Security Agreement of even date herewith (as amended, restated, modified or supplemented from time to time, the "Security Agreement") with Secured Party, for itself and the lenders referred to therein ("Lenders"), pursuant to which Debtor has granted to Secured Party a security interest in substantially all the assets of Debtor, including all right, title and interest of Debtor in, to and under all now owned and hereafter acquired Trademarks and Trademark Licenses, together with the goodwill of the business symbolized by Debtor's Trademarks, and all products and proceeds thereof, to secure the payment Liabilities;

WHEREAS, capitalized terms used but not defined herein are used in the manner provided in the Security Agreement;

WHEREAS, Debtor owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor does hereby grant to Secured Party a continuing security interest in all of Debtor'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, including without limitation, each Trademark referred to in 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;
- (2) each Trademark license, including, without limitation, each Trademark license listed on Schedule 1 annexed hereto, and all of Debtor's goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto and any Trademark licensed under any Trademark license listed on Schedule 1 annexed hereto, or (b) injury to Debtor's goodwill

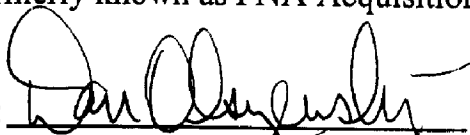
associated with any Trademark or Trademark licensed under any Trademark license.

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

[signature page follows]

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of this 2<sup>nd</sup> day of November, 1999.

PARTS NOW! LLC  
(formerly known as PNA Acquisition, LLC)

By: 

Title: President

Acknowledged:

ANTARES CAPITAL CORPORATION,  
as Agent for Lenders

By: \_\_\_\_\_

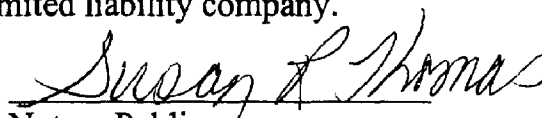
Title: \_\_\_\_\_

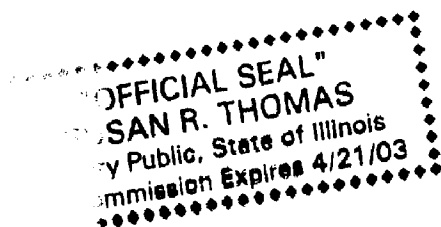
## ACKNOWLEDGMENT

State of Illinois        )  
                              )       ss.  
County of Cook        )

On the date first set forth above before me personally appeared the above-indicated person who executed the foregoing instrument as the above-indicated officer of Parts Now! LLC (formerly known as PNA Acquisition, Inc.) who being by me duly sworn, did depose and say that he is such officer of such corporation; that the foregoing instrument was executed on behalf of said limited liability company by order of its board of managers; and that he acknowledged said instrument to be the free act and deed of said limited liability company.

{Seal}

  
Notary Public



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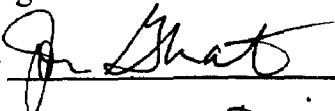
PARTS NOW! LLC  
(formerly known as PNA Acquisition, LLC)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Acknowledged:

ANTARES CAPITAL CORPORATION,  
as Agent for Lenders

By: 

Title: Managing Director

**Schedule 1**  
**TRADEMARKS**

Mark	Filing	Filing or Registration Number	Filing or Registration Date
PARTS NOW!	US Service Mark	Reg. No. 2,189,116	9/15/98
PARTS NOW!	US Service Mark	Reg. No. 2,187,477	9/8/98
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**TRADEMARK APPLICATIONS**

**Federal**

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**State**

Wisconsin State Trademark, PARTS NOW!, filed March 8, 1989

**TRADEMARK LICENSES**

None.

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