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To the Honorable Commissioner of Patents and Trademarks, please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Car Care Parts Corp.

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

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

3. Nature of conveyance:

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

Execution Date: June 3, 1999

2. Name and address of receiving party(ies)

Name: NationsCredit Commercial Corporation

Internal Address: _____

Street Address: 187 Danbury Road

City: Wilton State: CT ZIP: 06897

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- 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): 75/536368

B. Trademark Registration No.(s)

Self Adjusting Orifice Valve (SAOV):

75/731,164

Car Care Guard: 75/729,825

Koolstar: 75/701,334

Additional numbers attached? Yes No

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

Name: Kristien Marie Kelly

Internal Address: _____

Street Address: Davis Polk & Wardwell
450 Lexington Ave.

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

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DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 OP
75.00 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.

Kristien Marie Kelly
Name of Person Signing

Kristien Marie Kelly
Signature

8/17/99
Date

Total number of pages including cover sheet, attachments, and document: 9

**Schedule 1
to Trademark
Security Agreement**

Car Care Parts Corp.

U.S. TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
None.		

PENDING U.S. TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
The Temp Control Authority Car Care Parts Manufacturing Company and Design	75/536368	Pending
Self Adjusting Orifice Valve (SAOV)	75/731,164	June 17, 1999
Car Care Guard	75/729,825	June 17, 1999
Koolstar	75/701,334	May 6, 1999
[The Temp Control Authority]		
[Car Care Parts Manufacturing Co.]		
[Clutch Saver Switch]		
[Car Care Expert]		

(NY) 09170/055/SA/trademark99.ccs.wpd

**TRADEMARK
REEL: 001998 FRAME: 0787**

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, Car Care Parts, Inc., a Delaware corporation (herein referred to as "**Grantor**"), owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, Atco Products, Inc., Car Care Parts, Inc., certain lenders, NationsCredit Commercial Corporation, as administrative agent and Canadian Imperial Bank of Commerce, as syndication agent, are parties to an Amended and Restated Credit Agreement dated as of June 3, 1999 (as the same may be further amended and in effect from time to time among said parties and such lenders (the "**Lenders**") as may from time to time be parties thereto, the "**Amended Credit Agreement**");

WHEREAS, pursuant to the terms of the Amended and Restated Security Agreement dated as of June 3, 1999 (as said Agreement may be amended and in effect from time to time, the "**Security Agreement**") between Grantor, Atco Products, Inc. and NationsCredit Commercial Corporation, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Security Agreement, the "**Grantee**"), Grantor has granted to Grantee for the ratable benefit of such secured parties a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Trademarks (as defined in the Security Agreement), together with any reissue, continuation, continuation-in-part or extension thereof, all Grantor's Trademark applications and all Grantor's Trademark Licenses (as defined in the Security Agreement), whether presently existing or hereafter arising or acquired, together with the goodwill of the business connected with the use of, or symbolized by, the Trademarks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, for the full term of the Trademarks, to secure the payment of all amounts owing by the Grantor under the Amended Credit Agreement and the other Financing Documents;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby

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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 arising or acquired:

(i) each Trademark, including each Trademark application referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

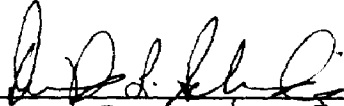
(ii) each Trademark License, including each Trademark License listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark, including any Trademark referred to in Schedule 1 annexed hereto, and any Trademark licensed under any Trademark License, including any Trademark License listed on Schedule 1 annexed hereto, or for injury to the goodwill associated with any of the foregoing.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm 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 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 officer thereunto duly authorized as of the 3rd day of June 1999.

CAR CARE PARTS CORP.

By: 
Name: David L. Schnedig
Title: Vice President

Acknowledged

NATIONSCREDIT COMMERCIAL CORPORATION,
as Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 3rd day of JUNE 1999.

CAR CARE PARTS CORP.

By: _____
Name:
Title:

Acknowledged:

NATIONSCREDIT COMMERCIAL CORPORATION,
as Agent

By: Steven W. Dempsey
Name: Steven W. Dempsey
Title: Vice President

STATE OF _____)
) ss.:
COUNTY OF _____)

I, Kristen Marie Kelly a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that David L. Schnadig VP of Car Care Parts Corp. (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such VP, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

1999 GIVEN under my hand and Notarial Seal this 3 day of June.

[Seal]

Kristen Marie Kelly
Signature of notary public
My Commission expires _____

KRISTIEN MARIE KELLY
NOTARY PUBLIC, State of New York
No. 01KE6015820
Qualified in New York County
Commission Expires Nov. 9, 2000

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to Trademark
Security Agreement**

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[Car Care Expert]		

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**TRADEMARK
REEL: 001998 FRAME: 0793**

PENDING U.S. TRADEMARK APPLICATIONS cont.

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
[Tempro]		
[ProStar]		
[Weather Master]		
[Clearly Better]		
[Profit Proven]		

U.S. TRADEMARK LICENSES

<u>Licensor</u>	<u>Licensee</u>	<u>Trademark</u>	<u>Effective Date</u>	<u>Expiration Date</u>
None.				

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