

12-28-2000



FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

101565203

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

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10-12-00

OCT 12

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

#### Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  Effective Date  
Month Day Year \_\_\_\_\_
- Change of Name
- Other \_\_\_\_\_

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name First Union National Bank, N.A.

Formerly Signet Bank

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization National Banking Association

#### Receiving Party

Mark if additional names of receiving parties attached

Name Precision Funding, LLC

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) Suite 410

Address (line 2) 1725 K Street NW

Address (line 3) Washington DC 20006  
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other Limited Liability Company
- Citizenship/State of Incorporation/Organization Virginia

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

#### FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002200 FRAME: 0950

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number (757) 628-5500

Name

Ross C. Reeves, Esquire

Address (line 1)

Willcox & Savage, P.C.

Address (line 2)

1800 Bank of America Center

Address (line 3)

One Commercial Place

Address (line 4)

Norfolk, Virginia 23510

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

33

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

75191529

75191634

1259155

1214325

1520139

75031827

75174308

1272423

1214326

1850888

74677479

75174314

1669748

1497068

1561389

**Number of Properties**

Enter the total number of properties involved.

#

26

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

1,040

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Ross C. Reeves, Esquire

Name of Person Signing

Signature

October 5, 2000

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

*Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).*

Trademark Application Number(s)

Registration Number(s)

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<input type="text" value="1961557"/>	<input type="text"/>	<input type="text"/>

## ASSIGNMENT AGREEMENT

**THIS ASSIGNMENT AGREEMENT** is entered into this 29th day of September, 2000, by and between First Union National Bank, a national banking association ("Seller"), and Precision Funding, L.L.C., a Virginia limited liability company.

### Recitals

Seller and Buyer have entered into a Note Sale Agreement dated September 28, 2000 (the "Note Sale Agreement"), which provides for the assignment by Seller of all of its right, title and interest in and to the Loan and Loan Documents, as defined and as set forth in the Note Sale Agreement.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged by Seller and Buyer, Seller hereby bargains, sells, assigns, transfers and sets over to Buyer all of Seller's right, title and interest in and to:

1. All of the documents described in Exhibit A attached hereto (the "Loan Documents");
2. All causes of action arising in favor of Seller under the Loan Documents, including without limitation causes of action for breach of warranty or other violation of or default under the Loan Documents; and
3. All property of every kind and description, whether real, personal, tangible, intangible or mixed, mortgaged, pledged or subjected to a security interest or other lien or encumbrance to secure obligations owed to Seller under the Loan Documents.

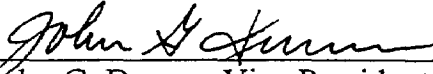
With respect to item no. 2 above the Seller makes no representation that any such causes of action exist. This assignment is made without recourse to or representation or warranty of any kind by Seller except as set forth in the Note Sale Agreement, which Note Sale Agreement shall survive the execution and delivery of this Assignment Agreement. This Assignment Agreement is in addition to and not in limitation of any other or further assignment the Seller may execute in favor of the Buyer pursuant to the Note Sale Agreement.

This Assignment Agreement shall be binding upon, and shall inure to the benefit of, Seller, Buyer, and each of their successors and assigns and shall be subject to the terms and conditions of the Note Sale Agreement. In the event of a conflict between any of the terms and provisions hereof and the Note Sale Agreement, the Note Sale Agreement shall be deemed to control.

This Assignment Agreement, and the rights and obligations of the parties hereunder, shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

**IN WITNESS WHEREOF**, the parties hereto have caused this Assignment Agreement to be executed as of the day and year first above written.

FIRST UNION NATIONAL BANK

By:   
John G. Dumm, Vice President

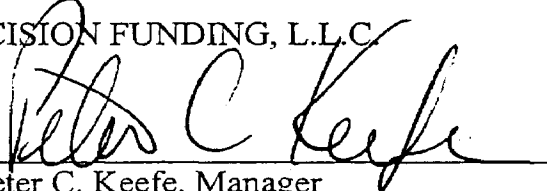
PRECISION FUNDING, L.L.C.  
By:   
Peter C. Keefe, Manager

EXHIBIT A

Working Capital and Acquisition Financings  
by  
First Union National Bank/Signet Bank  
for  
Precision Auto Care, Inc. and Subsidiaries

List of Loan Documents

I. November 12, 1997

A. FINANCING DOCUMENTS

1. Loan and Security Agreement by and among Precision Auto Care, Inc., WE JAC Corporation, Lube Ventures, Inc., Rocky Mountain Ventures, Inc. Rocky Mountain Ventures, Inc., Rocky Mountain Ventures I, Inc., Miracle Partners, Inc., Ralston Car Wash, Ltd., Prema Properties, Ltd., Miracle Industries, Inc., KBG, LLC, PTW, Inc., National 60 Minute Tune, Inc., Hydro-Spray Car Wash Equipment Co., Ltd., Precision Tune Auto Care, Inc. and Signet Bank, dated November 12, 1997.
2. Assumption Agreement by and among Worldwide Drying Systems, Inc., Precision Auto Care, Inc. and Signet Bank, dated November 12, 1997.
3. Revolving Promissory Note dated November 12, 1997, by and among Precision Auto Care, Inc., WE JAC Corporation, Lube Ventures, Inc., Rocky Mountain Ventures, Inc. Rocky Mountain Ventures, Inc., Rocky Mountain Ventures I, Inc., Miracle Partners, Inc., Ralston Car Wash, Ltd., Prema Properties, Ltd., Miracle Industries, Inc., KBG, LLC, PTW, Inc., National 60 Minute Tune, Inc., Hydro-Spray Car Wash Equipment Co., Ltd., and Precision Tune Auto Care, Inc. in favor of Signet Bank, in the face amount of \$10,000,000.
4. Acquisition Promissory Note dated November 12, 1997, by and among Precision Auto Care, Inc., WE JAC Corporation, Lube Ventures, Inc., Rocky Mountain Ventures, Inc. Rocky Mountain Ventures, Inc., Rocky Mountain Ventures I, Inc., Miracle Partners, Inc., Ralston Car Wash, Ltd., Prema Properties, Ltd., Miracle Industries, Inc., KBG, LLC, PTW, Inc., National 60 Minute Tune, Inc., Hydro-Spray Car Wash Equipment Co., Ltd., and Precision Tune Auto Care, Inc. in favor of Signet Bank, in the face amount of \$10,000,000.
- \* 5. Pledge Agreement dated November 12, 1997, by and among Precision Auto Care, Inc., WE JAC Corporation, Miracle Industries, Inc. and Signet Bank.
- \* 6. Trademark Collateral Assignment dated November 12, 1997, by Precision Tune Auto Care, Inc. in favor of Signet Bank.

- \* 7. Trademark Collateral Assignment dated November 12, 1997, by Lube Ventures, Inc. in favor of Signet Bank.
- 8. Post Closing Agreement dated November 12, 1997, by and among Precision Auto Care, Inc., WE JAC Corporation, Lube Ventures, Inc., Rocky Mountain Ventures, Inc. Rocky Mountain Ventures, Inc., Rocky Mountain Ventures I, Inc., Miracle Partners, Inc., Ralston Car Wash, Ltd., Prema Properties, Ltd., Miracle Industries, Inc., KBG, LLC, PTW, Inc., National 60 Minute Tune, Inc., Hydro-Spray Car Wash Equipment Co., Ltd., Precision Tune Auto Care, Inc. and Signet Bank.
- \* 9. Stock Certificate No. 1 issued to Precision Auto Care, Inc. for 100 shares of capital stock of WE JAC Corporation; accompanying Irrevocable Stock Power dated July 9, 1998 signed by John F. Ripley as President of WE JAC Corporation.
- \* 10. Stock Certificate No. 1 issued to Precision Auto Care, Inc. for 100 shares of capital stock of Lube Ventures, Inc.; accompanying Irrevocable Stock Power dated July 9, 1998 signed by John F. Ripley as President of Lube Ventures, Inc.
- \* 11. Stock Certificate No. 1 issued to Precision Auto Care, Inc. for 100 shares of capital stock of Miracle Industries, Inc.; accompanying Irrevocable Stock Power dated July 9, 1998 signed by John F. Ripley as President of Miracle Industries, Inc.
- \* 12. Stock Certificate No. 1 issued to Precision Auto Care, Inc. for 500 shares of capital stock of Miracle Partners, Inc.; accompanying Irrevocable Stock Power dated July 9, 1998 signed by John F. Ripley as President of Miracle Partners, Inc.
- \* 13. Stock Certificate No. 1 issued to Precision Auto Care, Inc. for 100 shares of capital stock of Rocky Mountain Ventures, Inc.; accompanying Irrevocable Stock Power dated July 9, 1998 signed by John F. Ripley as President of Rocky Mountain Ventures, Inc.
- \* 14. Stock Certificate No. 1 issued to Precision Auto Care, Inc. for 100 shares of capital stock of Rocky Mountain Ventures II, Inc.; accompanying Irrevocable Stock Power dated July 9, 1998 signed by John F. Ripley as President of Rocky Mountain Ventures II, Inc.
- \* 15. Stock Certificate No. 1 issued to WE JAC Corporation for 1,000 shares of capital stock of Precision Tune Auto Care, Inc.; accompanying Irrevocable Stock Power dated July 9, 1998 signed by John F. Ripley as President of Precision Auto Care, Inc.
- \* 16. Stock Certificate No. 3 issued to WE JAC Corporation for 100,000 shares of capital stock of Worldwide Drying Systems, Inc.; accompanying Irrevocable Stock Power dated July 9, 1998 signed by John F. Ripley as President of Worldwide Drying Systems, Inc.



- \* 17. Landlord's Acknowledgment and Agreement dated July 15, 1998 by Leesburg Airpark III Limited Partnership.
- \* 18. Landlord's Acknowledgment and Agreement dated August 4, 1998 by Lenoir City Company of Virginia.
- \* 19. Financing Statement filed at the Colorado Secretary of State on November 13, 1997, file no. 19972101323 showing the debtor as KBG, LLC.
- \* 20. Financing Statement filed at the Colorado Secretary of State on November 13, 1997, file no. 19972101324 showing the debtor as Worldwide Drying Systems.
- \* 21. Financing Statement filed at the Iowa Secretary of State on November 13, 1997, file no. K874566 showing the debtor as Hydro-Spray Car Wash.
- \* 22. Financing Statement filed at the Ohio Secretary of State on November 17, 1997, file no. AP0003510 showing the debtor as Lube Ventures, Inc., Lube Depot.
- \* 23. Financing Statement filed at the Ohio Secretary of State on November 17, 1997, file no. AP0003513 showing the debtor as Miracle Industries, Inc., Miracle Car Wash.
- \* 24. Financing Statement filed at the Ohio Secretary of State on November 17, 1997, file no. AP0003511 showing the debtor as Miracle Partners, Inc.
- \* 25. Financing Statement filed at the Ohio Secretary of State on November 17, 1997, file no. AP0003512 showing the debtor as Prema Properties, Ltd.
- \* 26. Financing Statement filed at the Franklin County, Ohio Recorder's Office on November 13, 1997, file no. 199711130143097 showing the debtor as Prema Properties, Ltd.
- \* 27. Financing Statement filed at the Richland County, Ohio Recorder's Office on November 17, 1997, file no. 007764 showing the debtor as Lube Ventures, Inc., Lube Depot.
- \* 28. Financing Statement filed at the Richland County, Ohio Recorder's Office on November 17, 1997, file no. 007766 showing the debtor as Miracle Industries, Inc., Miracle Car Wash.
- \* 29. Financing Statement filed at the Richland County, Ohio Recorder's Office on November 17, 1997, file no. 007765 showing the debtor as Miracle Partners, Inc.
- \* 30. Financing Statement filed at the Virginia State Corporation Commission on November 13, 1997, file no. 9711137007 showing the debtor as National 60 Minute Tune, Inc.

- \* 31. Financing Statement filed at the Virginia State Corporation Commission on November 13, 1997, file no. 9711137004 showing the debtor as PAC Manufacturing & Distributing Company, Precision Tune Auto Care, Inc., Precision Tune, Inc.
- \* 32. Financing Statement filed at the Virginia State Corporation Commission on November 13, 1997, file no. 9711137003 showing the debtor as Precision Auto Care, Inc.
- \* 33. Financing Statement filed at the Virginia State Corporation Commission on November 13, 1997, file no. 9711137006 showing the debtor as PTW, Inc.
- \* 34. Financing Statement filed at the Virginia State Corporation Commission on November 13, 1997, file no. 9711137005 showing the debtor as WE JAC Corporation.
- \* 35. Financing Statement filed at the Loudoun County, Virginia Circuit Court Clerk's Office on November 13, 1997, file no. 3089-97 showing the debtor as National 60 Minute Tune, Inc.
- \* 36. Financing Statement filed at the Loudoun County, Virginia Circuit Court Clerk's Office on November 13, 1997, file no. 3085-97 showing the debtor as PAC Manufacturing & Distributing Company, Precision Tune Auto Care, Inc., Precision Tune, Inc.
- \* 37. Financing Statement filed at the Loudoun County, Virginia Circuit Court Clerk's Office on November 13, 1997, file no. 3086-97 showing the debtor as Precision Auto Care, Inc.
- \* 38. Financing Statement filed at the Loudoun County, Virginia Circuit Court Clerk's Office on November 13, 1997, file no. 3088-97 showing the debtor as PTW, Inc.
- \* 39. Financing Statement filed at the Loudoun County, Virginia Circuit Court Clerk's Office on November 13, 1997, file no. 3087-97 showing the debtor as WE JAC Corporation.
- \* 40. Financing Statement filed at the City of Winchester, Virginia Circuit Court Clerk's Office on November 13, 1997, file no. 97-247 showing the debtor as PAC Manufacturing & Distributing Company, Precision Tune Auto Care, Inc., Precision Tune, Inc.

B. CORPORATE DOCUMENTS

- 1. Certificate of Secretary of Precision Auto Care, Inc.  
Exhibit A - Articles of Incorporation  
Exhibit B - Bylaws

- Exhibit C - Certificate of Good Standing in the State of Virginia  
Exhibit D - Unanimous Written Consent of Board of Directors
2. Action of Sole Stockholder of WE JAC Corporation by Written Consent in lieu of a Meeting of Stockholders.
  3. Certificate of Secretary of WE JAC Corporation  
Exhibit A - Certificate of Incorporation  
Exhibit B - Bylaws  
Exhibit C - Certificate of Good Standing in the State of Delaware  
Exhibit D - Unanimous Written Consent of Board of Directors
  4. Action of Sole Stockholder of Lube Ventures, Inc. by Written Consent in lieu of a Meeting of Stockholders.
  5. Certificate of Secretary of Lube Ventures, Inc.  
Exhibit A - Certificate of Incorporation  
Exhibit B - Bylaws  
Exhibit C - Certificate of Good Standing in the State of Delaware  
Exhibit D - Certificate of Qualification to do Business issued by the Ohio Secretary of State  
Exhibit E - Unanimous Written Consent of Board of Directors
  6. Action of Sole Stockholder of Rocky Mountain Ventures, Inc. by Written Consent in lieu of a Meeting of Stockholders.
  7. Certificate of Secretary of Rocky Mountain Ventures, Inc.  
Exhibit A - Articles of Incorporation  
Exhibit B - Bylaws  
Exhibit C - Certificate of Good Standing in the State of Colorado  
Exhibit D - Unanimous Written Consent of Board of Directors
  8. Action of Sole Stockholder of Rocky Mountain Ventures II, Inc. by Written Consent in lieu of a Meeting of Stockholders.
  9. Certificate of Secretary of Rocky Mountain Ventures II, Inc.  
Exhibit A - Articles of Incorporation  
Exhibit B - Bylaws  
Exhibit C - Certificate of Good Standing in the State of Colorado  
Exhibit D - Unanimous Written Consent of Board of Directors
  10. Action of Sole Stockholder of Miracle Partners, Inc. by Written Consent in lieu of a Meeting of Stockholders.
  11. Certificate of Secretary of Miracle Partners, Inc.

- Exhibit A - Certificate of Incorporation  
Exhibit B - Bylaws  
Exhibit C - Certificate of Good Standing in the State of Delaware  
Exhibit D - Certificate of Qualification to do Business issued by the Ohio Secretary of State  
Exhibit E - Unanimous Written Consent of Board of Directors
12. Action of Sole Stockholder of Miracle Industries, Inc. by Written Consent in lieu of a Meeting of Stockholders.
13. Certificate of Secretary of Miracle Industries, Inc.  
Exhibit A - Articles of Incorporation  
Exhibit B - Bylaws  
Exhibit C - Certificate of Good Standing in the State of Ohio  
Exhibit D - Unanimous Written Consent of Board of Directors
14. Action of Sole Stockholder of Precision Tune Auto Care, Inc. by Written Consent in lieu of a Meeting of Stockholders.
15. Certificate of Secretary of Precision Tune Auto Care, Inc.  
Exhibit A - Articles of Incorporation  
Exhibit B - Bylaws  
Exhibit C - Certificate of Good Standing in the State of Virginia  
Exhibit D - Unanimous Written Consent of Board of Directors
16. Action of Sole Stockholder of National 60 Minute Tune, Inc. by Written Consent in lieu of a Meeting of Stockholders.
17. Certificate of Secretary of National 60 Minute Tune, Inc.  
Exhibit A - Articles of Incorporation  
Exhibit B - Bylaws  
Exhibit C - Certificate of Good Standing in the State of Washington  
Exhibit D - Unanimous Written Consent of Board of Directors
18. Action of Sole Stockholder of PTW, Inc. by Written Consent in lieu of a Meeting of Stockholders.
19. Certificate of Secretary of PTW, Inc.  
Exhibit A - Articles of Incorporation  
Exhibit B - Bylaws  
Exhibit C - Certificate of Good Standing in the State of Washington  
Exhibit D - Unanimous Written Consent of Board of Directors
20. Action of Sole Stockholder of Worldwide Drying Systems, Inc. by Written Consent in lieu of a Meeting of Stockholders.

21. Certificate of Secretary of Worldwide Drying Systems, Inc.  
Exhibit A - Articles of Incorporation  
Exhibit B - Bylaws  
Exhibit C - Certificate of Good Standing in the State of Colorado  
Exhibit D - Unanimous Written Consent of Board of Directors
  
22. Certificate of Manager of Ralston Car Wash, Ltd.  
Exhibit A - Articles of Organization  
Exhibit B - Operating Agreement  
Exhibit C - Certificate of Good Standing in the State of Colorado  
Exhibit D - Unanimous Written Consent of the Members
  
23. Action of Sole Member of Prema Properties, Ltd. by Written Consent in lieu of a Meeting of Members.
  
24. Certificate of General Manager of Prema Properties, Ltd.  
Exhibit A - Articles of Organization  
Exhibit B - Operating Agreement  
Exhibit C - Certificate of Good Standing in the State of Ohio
  
25. Action of Sole Member of Hydro Spray Car Wash Equipment Company, Ltd. by Written Consent in lieu of a Meeting of Members.
  
26. Certificate of Authorized Member of the Management Committee of Hydro Spray Carr Wash Co, Ltd.  
Exhibit A - Articles of Organization  
Exhibit B - Operating Agreement  
Exhibit C - Certificate of Good Standing in the State of Ohio  
Exhibit D - Certificate of Qualification to do Business issued by the Iowa Secretary of State  
Exhibit E - Unanimous Written Consent of the Members of the Management Committee
  
27. Certificate of Manager of KBG, LLC  
Exhibit A - Articles of Organization  
Exhibit B - Operating Agreement  
Exhibit C - Certificate of Good Standing in the State of Colorado  
Exhibit D - Unanimous Written Consent of the Members
  
28. Opinion of Miles & Stockbridge as counsel to Precision Auto Care, Inc. and its named Subsidiaries, dated November 12, 1997.

II. March 31, 1998 – Acquisition of Promotora de Franquicias Praxis, S.A. de C.V. and Certain Subsidiaries.

A. FINANCING DOCUMENTS

1. Amendment No. 1 to Loan and Security Agreement dated as of March 31, 1998 among Precision Auto Care, Inc. and First Union National Bank, successor by merger to Signet Bank.
2. Assumption Agreement dated as of March 31, 1998 by PAC Mexican Delaware Holding Company, Inc., PAC Mexican Holding Company LLC, Precision Auto Care Mexico I, S. de R.L. de C.V., Precision Auto Care Mexico II, S. de R.L. de C.V., Precision Auto Care, Inc. and First Union National Bank.
- \* 3. Security and Pledge Amendment dated as of March 31, 1998 by Precision Auto Care, Inc. in favor of First Union National Bank.
- \* 4. Security and Pledge Accession dated as of March 31, 1998 by Precision Auto Care Mexico I, S. de R.L. de C.V. in favor of First Union National Bank.
5. Closing Agreement dated as of March 31, 1998 between Precision Auto Care, Inc. and First Union National Bank.
6. Compliance Certificate of Precision Auto Care, Inc. to First Union National Bank dated March 20, 1998.
- \* 7. Financing Statement filed at the Virginia State Corporation Commission on April 3, 1998, file no. 9804037803 showing the debtor as PAC Mexican Delaware Holding Company, Inc.
- \* 8. Financing Statement filed at the Virginia State Corporation Commission on April 3, 1998, file no. 9804037802 showing the debtor as PAC Mexican Holding Company, LLC.
- \* 9. Financing Statement filed at the Virginia State Corporation Commission on April 3, 1998, file no. 9804037801 showing the debtor as Precision Auto Care, Inc.
- \* 10. Financing Statement filed at the Loudoun County, Virginia Circuit Court Clerk's Office on April 14, 1998, file no. 913-98 showing the debtor as PAC Mexican Delaware Holding Company, Inc.
- \* 11. Financing Statement filed at the Loudoun County, Virginia Circuit Court Clerk's Office on April 14, 1998, file no. 912-98 showing the debtor as PAC Mexican Holding Company, LLC.

- \* 12. Financing Statement filed at the Loudoun County, Virginia Circuit Court Clerk's Office on April 14, 1998, file no. 914-98 showing the debtor as Precision Auto Care, Inc.

B. CORPORATE DOCUMENTS

1. Certificate of the Secretary of Precision Auto Care, Inc. dated March 31, 1998.  
Exhibit A - Articles of Incorporation  
Exhibit B - Bylaws  
Exhibit C - Certificate of Good Standing in the Commonwealth of Virginia  
Exhibit D - Resolutions adopted by the Board of Directors
2. Certificate of Secretary of PAC Mexican Delaware Holding Company, Inc. dated March 31, 1998.  
Exhibit A - Articles of Incorporation  
Exhibit B - Bylaws  
Exhibit C - Certificate of Good Standing in the State of Delaware  
Exhibit D - Resolutions adopted by the Board of Directors
3. Certificate of Secretary of PAC Mexican Holding Company, LLC dated March 31, 1998.  
Exhibit A - Articles of Incorporation  
Exhibit B - Operating Agreement  
Exhibit C - Certificate of Good Standing in the Commonwealth of Virginia  
Exhibit D - Action of Directors by Unanimous Written Consent in lieu of a Meeting of the Board of Directors
4. Certificate of the Secretary of Precision Auto Care Mexico I, S. de R.L. de C.V. dated March 31, 1998.  
Exhibit A - Articles of Incorporation: La Constitucion (Spanish translation only)  
Exhibit B - Bylaws (English translation only)  
Exhibit C - Action of Directors by Unanimous Written Consent in lieu of a Meeting of the Board of Directors (English translation only)
5. Certificate of the Secretary of Precision Auto Care Mexico II, S. de R.L. de C.V. dated March 31, 1998.  
Exhibit A - Articles of Incorporation: La Constitucion (Spanish translation only)  
Exhibit B - Bylaws (English translation only)  
Exhibit C - Action of Directors by Unanimous Written Consent in lieu of a Meeting of the Board of Directors (English translation only)
6. Secretary's Certificate for Precision Auto Care Mexico I, S. de R.L. de C.V. dated April 20, 1998; Ledger Notation No. 1 (dated March 27, 1998); Ledger Notation

No. 2 (dated March 27, 1998); Ledger Notation No. 3 (dated March 31, 1998) noting the lien of the Bank on the interest of the company.

7. Secretary's Certificate for Precision Auto Care Mexico II, S. de R.L. de C.V. dated April 20, 1998; Ledger Notation No. 1 (dated March 27, 1998); Ledger Notation No. 2 (dated March 27, 1998); Ledger Notation No. 3 (dated March 31, 1998) noting the lien of the Bank on the interest of the company.
8. Secretary's Certificate for Promotora de Franquicias Praxis, S.A. de C.V. dated April 20, 1998; Ledger Notation (dated April 15, 1998) noting the existence of the Bank's lien on sixty-five percent (65%) of the shares of the corporation.
9. Secretary's Certificate for Praxis Afinaciones, S.A. de C.V. dated April 20, 1998; Ledger Notation (dated April 15, 1998) noting the existence of the Bank's lien on the four (4) shares of the corporation owned by PAC Mexican Holding Company LLC.
10. Secretary's Certificate for Sixar Afinaciones, S.A. de C.V. dated April 20, 1998; Ledger Notation (dated April 15, 1998) noting the existence of the Bank's lien on the one (1) share of the corporation owned by PAC Mexican Holding Company LLC.
11. Secretary's Certificate for Premier Accesorios, S.A. de C.V. dated April 20, 1998; Ledger Notation (dated April 15, 1998) noting the existence of the Bank's lien on the one (1) share of the corporation owned by PAC Mexican Holding Company LLC.
12. Secretary's Certificate for Sixar Guadalajara, S.A. de C.V. dated April 20, 1998; Ledger Notation (dated April 15, 1998) noting the existence of the Bank's lien on the one (1) share of the corporation owned by PAC Mexican Holding Company LLC.
13. Secretary's Certificate for Sixar Occidente, S.A. de C.V. dated April 20, 1998; Ledger Notation (dated April 15, 1998) noting the existence of the Bank's lien on the one (1) share of the corporation owned by PAC Mexican Holding Company LLC.
14. Secretary's Certificate for PAC Mexican Holding Company LLC dated April 15, 1998; Member Interest Ledger of the company noting (in footnote 1) the lien of the Bank on one hundred percent (100%) of the membership interest of the company.
15. Promotora de Franquicias Praxis, S.A. de C.V. Certificate No. 12 issued to PAC Mexican Holding Company LLC for 1 share; accompanying Irrevocable Stock



Power, undated and signed by John F. Ripley as President of PAC Mexican Holding Company LLC.

16. Promotora de Franquicias Praxis, S.A. de C.V. Certificate No. 13 issued to Precision Auto Care Mexico I, S. de R.L. de C.V. for 773,500 shares; accompanying Irrevocable Stock Power, undated and signed by John F. Ripley as President of Precision Auto Care Mexico I, S. de R.L. de C.V.
17. Praxis Afinaciones, S.A. de C.V. Certificate Nos. 2, 3, 4, and 5, each endorsed to PAC Mexican Holding Company LLC and each for 1 share; accompanying Irrevocable Stock Power, undated and signed by John F. Ripley as President of PAC Mexican Holding Company LLC.
18. Sixar Afinaciones, S.A. de C.V. Certificate No. 2 endorsed to PAC Mexican Holding Company LLC for 1 share; accompanying Irrevocable Stock Power, undated and signed by John F. Ripley as President of PAC Mexican Holding Company LLC.
19. Premier Accesorios, S.A. de C.V. Certificate No. 1 endorsed to PAC Mexican Holding Company LLC for 1 share; accompanying Irrevocable Stock Power, undated and signed by John F. Ripley as President of PAC Mexican Holding Company LLC.
20. Sixar Guadalajara, S.A. de C.V. Certificate No. 3 endorsed to PAC Mexican Holding Company LLC for 1 share; accompanying Irrevocable Stock Power, undated and signed by John F. Ripley as President of PAC Mexican Holding Company LLC.
21. Sixar Pinturas, S.A. de C.V. Certificate No. 2 endorsed to PAC Mexican Holding Company LLC for 1 share; accompanying Irrevocable Stock Power, undated and signed by John F. Ripley as President of PAC Mexican Holding Company LLC.
22. Due Diligence Report on Promotora de Franquicias Praxis, S.A. de C.V. and certain Subsidiaries by Franck, Galicia, Duclaud & Robles, S.C. dated March 25, 1998.
23. Opinion Letter from Santos Elizondo Cantu Rivera Garcia Gonzalez De la Garza, S.C., dated March 31, 1998.
24. Opinion Letter of Franck, Galicia, Duclaud & Robles, S.C., dated March 31, 1998.
25. Opinion Letter of Miles & Stockbridge P.C., dated March 31, 1998.

III. May 12, 1998 – Increase in Credit Facility to \$25,000,000.

A. FINANCING DOCUMENTS

1. Amendment No. 2 to Loan and Security Agreement between Precision Auto Care, Inc. and First Union National Bank, dated May 12, 1998.
2. Consolidated, Amended and Restated Revolving and Acquisition Line of Credit Promissory Note dated May 12, 1998, by Precision Auto Care, Inc., WE JAC Corporation, Lube Ventures, Inc., Rocky Mountain Ventures, Inc., Rocky Mountain Ventures II, Inc., Miracle Partners, Inc., Ralston Car Wash, Ltd., Prema Properties, Ltd., Miracle Industries, Inc. KBG, LLC., PTW, Inc., National 60 Minute Tune, Inc., Hydro-Spray Car Wash Equipment Co., Ltd., Precision Tune Auto Care, Inc., Worldwide Drying Systems, Inc., PAC Mexican Delaware Holding Company, Inc., PAC Mexican Holding Company LLC, Precision Auto Care Mexico II, S. de R.L. de C.V., and Precision Auto Care Mexico I, S. de R.L. de C.V. in favor of First Union National Bank in the amount of \$25,000,000.

B. CORPORATE DOCUMENTS

1. Certificate of Secretary of Precision Auto Care, Inc.
2. Certificate of Secretary of WE JAC Corporation
3. Certificate of Secretary of Lube Ventures, Inc.
4. Certificate of Secretary of Rocky Mountain Ventures, Inc.
5. Certificate of Secretary of Rocky Mountain Ventures II, Inc.
6. Certificate of Secretary of Miracle Partners, Inc.
7. Certificate of Manager of Ralston Car Wash, Ltd.
8. Certificate of Manager of Prema Properties, Ltd.
9. Certificate of Secretary of Miracle Industries, Inc.
10. Certificate of Manager of KBG, LLC
11. Certificate of Manager of PTW, INC.
12. Certificate of Secretary of National 60 Minute Tune, Inc.
13. Certificate of Member of Management Committee of Hydro-Spray Car Wash Equipment Co., Ltd.
14. Certificate of Secretary of Precision Tune Auto Care, Inc.
15. Certificate of Secretary of Worldwide Drying Systems, Inc.
16. Certificate of Secretary of PAC Mexican Delaware Holding Company, Inc.
17. Certificate of Secretary of PAC Mexican Holding Company LLC
18. Certificate of Secretary of Precision Auto Care Mexico II, S. de R.L. de C.V.
19. Certificate of Secretary of Precision Auto Care Mexico I, S. de R.L. de C.V.
20. Opinion (Miles & Stockbridge) dated May 12, 1998
21. Opinion (Special Mexican Counsel) Franck, Galicia, Duclaud & Robles, S.C. dated May 12, 1998

IV. June 1, 1998 – Indy Ventures Acquisition

A. FINANCING DOCUMENTS

1. Assumption Agreement dated June 1, 1998 by Indy Ventures, L.L.C., Precision Auto Care, Inc. and First Union National Bank
- \* 2. Security and Pledge Amendment dated June 1, 1998 by Miracle Industries, Inc.
- \* 3. Financing Statement filed at the Indiana Secretary of State on June 12, 1998, file no. 2195751 showing the debtor as Indy Ventures, L.L.C.
- \* 4. Financing Statement filed at the Indiana Secretary of State on June 12, 1998, file no. 2195749 showing the debtor as Precision Tune Auto Care, Inc.
- \* 5. Financing Statement filed at the Grant County, Indiana Recorder's Office on June 17, 1998, file no. 980812 showing the debtor as Indy Ventures, L.L.C.
- \* 6. Financing Statement filed at the Marion County, Indiana Recorder's Office on June 15, 1998, file no. 004728 showing the debtor as Indy Ventures, L.L.C.
- \* 7. Financing Statement filed at the Iowa Secretary of State on June 12, 1998, file no. K930142 showing the debtor as Miracle Industries, Inc.
- \* 8. Financing Statement filed at the Ohio Secretary of State on June 12, 1998, file no. AP0055742 showing the debtor as Indy Ventures, L.L.C.
- \* 9. Financing Statement filed at the Ohio Secretary of State on June 12, 1998, file no. AP0055741 showing the debtor as Miracle Industries, Inc.
- \* 10. Financing Statement filed at the Montgomery County, Ohio Recorder's Office on August 7, 1998, showing the debtor as Indy Ventures, L.L.C.
- \* 11. Financing Statement filed at the Montgomery County, Ohio Recorder's Office - Land Records on August 7, 1998, showing the debtor as Indy Ventures, L.L.C.

B. CORPORATE DOCUMENTS

1. Action of Sole Member of Indy Ventures, L.L.C.
2. Certificate of Manager of Indy Ventures, L.L.C.
3. Compliance Certificate of Precision Auto Care, Inc.
4. Opinion (Miles & Stockbridge) dated June 1, 1998.

V. October 1, 1998

A. FINANCING DOCUMENTS

1. Second Consolidated, Amended and Restated Revolving and Acquisition Line of Credit Promissory Note by Precision Auto Care, Inc., WE JAC Corporation, Lube Ventures, Inc., Rocky Mountain Ventures, Inc., Rocky Mountain Ventures II, Inc., Miracle Partners, Inc., Ralston Car Wash, Ltd., Prema Properties, Ltd., Miracle Industries, Inc. KBG, LLC., PTW, Inc., National 60 Minute Tune, Inc., Hydro-Spray Car Wash Equipment Co., Ltd., Precision Tune Auto Care, Inc., Worldwide Drying Systems, Inc., PAC Mexican Delaware Holding Company, Inc., PAC Mexican Holding Company LLC, Precision Auto Care Mexico II, S. de R.L. de C.V., Precision Auto Care Mexico I, S. de R.L. de C.V., and Indy Ventures, L.L.C. in favor of First Union National Bank dated October 1, 1998.
2. Amendment No. 3 to Loan and Security Agreement by and among Precision Auto Care, Inc., WE JAC Corporation, Lube Ventures, Inc., Rocky Mountain Ventures, Inc., Rocky Mountain Ventures II, Inc., Miracle Partners, Inc., Ralston Car Wash, Ltd., Prema Properties, Ltd., Miracle Industries, Inc. KBG, LLC., PTW, Inc., National 60 Minute Tune, Inc., Hydro-Spray Car Wash Equipment Co., Ltd., Precision Tune Auto Care, Inc., Worldwide Drying Systems, Inc., PAC Mexican Delaware Holding Company, Inc., PAC Mexican Holding Company LLC, Precision Auto Care Mexico II, S. de R.L. de C.V., Precision Auto Care Mexico I, S. de R.L. de C.V., and Indy Ventures, L.L.C. and First Union National Bank dated October 1, 1998.

B. CORPORATE DOCUMENTS

1. Certificate of Secretary Private of Precision Auto Care, Inc.
2. Certificate of Member of the Management Committee Private of Hydro-Spray Care Wash Co., Ltd.
3. Certificate of Manager Private of Indy Ventures, L.L.C.
4. Certificate of Manager Private of KBG, LLC.
5. Certificate of Secretary Private of Lube Ventures, Inc.
6. Certificate of Secretary Private of Miracle Industries, Inc.
7. Certificate of Secretary Private of Miracle Partners, Inc.
8. Certificate of Secretary Private of National 60 Minute tune, Inc.

9. Certificate of Secretary Private of Precision Auto Care Mexico I, S. de R.L. de C.V.
10. Certificate of Secretary Private of Precision Auto Care Mexico II, S. de R.L. de C.V.
11. Certificate of Secretary Private of PAC Mexican Delaware Holding Company, Inc.
12. Certificate of Secretary Private of PAC Mexican Holding Company LLC.
13. Certificate of Secretary Private of Precision Tune Auto Care, Inc.
14. Certificate of General Manager of Prema Properties, Ltd.
15. Certificate of Secretary Private of PTW, Inc.
16. Certificate of Manager Private of Ralston Car Wash, Ltd.
17. Certificate of Secretary Private of Rocky Mountain Ventures, Inc.
18. Certificate of Secretary Private of Rocky Mountain Ventures II, Inc.
19. Certificate of Secretary Private of WE JAC Corporation.
20. Certificate of Secretary Private of Worldwide Drying Systems, Inc.
21. Legal Opinion of Mexican Counsel dated October 1, 1998.
22. Legal Opinion of Miles & Stockbridge dated October 13, 1998.

VI. February 1, 1999

A. FINANCING DOCUMENTS

- \* 1. Third Consolidated Amended and Restated Revolving and Acquisition Line of Credit Promissory Note, dated February 1, 1999 by Precision Auto Care, Inc., WE JAC Corporation, Lube Ventures, Inc., Rocky Mountain Ventures, Inc., Rocky Mountain Ventures II, Inc., Miracle Partners, Inc., Ralston Car Wash, Ltd., Prema Properties, Ltd., Miracle Industries, Inc. KBG, LLC., PTW, Inc., National 60 Minute Tune, Inc., Hydro-Spray Car Wash Equipment Co., Ltd., Precision Tune Auto Care, Inc., Worldwide Drying Systems, Inc., PAC Mexican Delaware Holding Company, Inc., PAC Mexican Holding Company LLC, Precision Auto Care Mexico II, S. de R.L. de C.V., Precision Auto Care Mexico I, S. de R.L. de C.V., and Indy Ventures, L.L.C. in favor of First Union National Bank.

2. Amended and Restated Loan and Security Agreement, dated February 1, 1999 by Precision Auto Care, Inc., WE JAC Corporation, Lube Ventures, Inc., Rocky Mountain Ventures, Inc., Rocky Mountain Ventures II, Inc., Miracle Partners, Inc., Ralston Car Wash, Ltd., Prema Properties, Ltd., Miracle Industries, Inc. KBG, LLC., PTW, Inc., National 60 Minute Tune, Inc., Hydro-Spray Car Wash Equipment Co., Ltd., Precision Tune Auto Care, Inc., Worldwide Drying Systems, Inc., PAC Mexican Delaware Holding Company, Inc., PAC Mexican Holding Company LLC, Precision Auto Care Mexico II, S. de R.L. de C.V., Precision Auto Care Mexico I, S. de R.L. de C.V., and Indy Ventures L.L.C. in favor of First Union National Bank.

**B. CORPORATE DOCUMENTS**

1. Certificate of Secretary of Precision Auto Care, Inc.
2. Certificate of Member of Hydro-Spray Care Wash Co., Ltd.
3. Certificate of Manager of Indy Ventures, L.L.C.
4. Certificate of Manager of KBG, LLC.
5. Certificate of Secretary of Precision Building Solutions, Inc.
6. Certificate of Secretary of Miracle Industries, Inc.
7. Certificate of Secretary of Miracle Partners, Inc.
8. Certificate of Secretary of National 60 Minute tune, Inc.
9. Certificate of Secretary of Precision Auto Care Mexico I, S. de R.L. de C.V.
10. Certificate of Secretary of Precision Auto Care Mexico II, S. de R.L. de C.V.
11. Certificate of Secretary of PAC Mexican Delaware Holding Company, Inc.
12. Certificate of Secretary of PAC Mexican Holding Company LLC.
13. Certificate of Secretary of Precision Tune Auto Care, Inc.
14. Certificate of General Manager of Prema Properties, Ltd.
15. Certificate of Secretary of PTW, Inc.
16. Certificate of Manager of Ralston Car Wash, Ltd.

17. Certificate of Secretary of Rocky Mountain Ventures,, Inc.
18. Certificate of Secretary of Rocky Mountain Ventures II, Inc.
19. Certificate of Secretary of WE JAC Corporation.
20. Certificate of Secretary of Worldwide Drying Systems, Inc.
21. Legal Opinion of Miles & Stockbridge dated March 2, 1999.
22. Legal Opinion of Franck, Galicia, Duclaud & Robles, S.C. dated February 23, 1999.

VII. May 13, 1999

First Amendment to Amended and Restated Loan and Security Agreement dated May 13, 1999 by and among by Precision Auto Care, Inc., WE JAC Corporation, Lube Ventures, Inc., Rocky Mountain Ventures, Inc., Rocky Mountain Ventures II, Inc., Miracle Partners, Inc., Ralston Car Wash, Ltd., Prema Properties, Ltd., Miracle Industries, Inc., KBG, LLC., PTW, Inc., National 60 Minute Tune, Inc., Hydro-Spray Car Wash Equipment Co., Ltd., Precision Tune Auto Care, Inc., Worldwide Drying Systems, Inc., PAC Mexican Delaware Holding Company, Inc., PAC Mexican Holding Company LLC, Precision Auto Care Mexico II, S. de R.L. de C.V., Precision Auto Care Mexico I, S. de R.L. de C.V. in favor of First Union National Bank.

VIII. October 27, 1999

A. FINANCING DOCUMENTS

- \* 1. Second Amended and Restated Business Loan and Security Agreement dated October 27, 1999 between Precision Auto Care, Inc., WE JAC Corporation, Precision Building Solutions Incorporated, Rocky Mountain Ventures, Inc., Rocky Mountain Ventures II, Inc., Miracle Partners, Inc., Ralston Car Wash, Ltd., Prema Properties, Ltd., Miracle Industries, Inc., KBG, LLC, PTW, Inc., National 60 Minute Tune, Inc., Hydro-Spray Car Wash Equipment Co., Ltd., Precision Tune Auto Care, Inc., Worldwide Drying Systems, Inc., PAC Mexican Delaware Holding Company, Inc., PAC Mexican Holding Company LLC, Precision Auto Care Mexico II, S. de R.L. de C.V., Precision Auto Care Mexico I, S. de R.L. de C.V., Indy Ventures, L.L.C. and First Union National Bank.
- \* 2. First Allonge to and Amendment of Third Consolidated, Amended and Restated Revolving Acquisition Line of Credit Promissory Note dated October 27, 1999

between Precision Auto Care, Inc., WE JAC Corporation, Precision Building Solutions Incorporated, Rocky Mountain Ventures, Inc., Rocky Mountain Ventures II, Inc., Miracle Partners, Inc., Ralston Car Wash, Ltd., Prema Properties, Ltd., Miracle Industries, Inc., KBG, LLC, PTW, Inc., National 60 Minute Tune, Inc., Hydro-Spray Car Wash Equipment Co., Ltd., Precision Tune Auto Care, Inc., Worldwide Drying Systems, Inc., PAC Mexican Delaware Holding Company, Inc., PAC Mexican Holding Company LLC, Precision Auto Care Mexico II, S. de R.L. de C.V., Precision Auto Care Mexico I, S. de R.L. de C.V., Indy Ventures, L.L.C. and First Union National Bank.

- \* 3. Mortgage, Security Agreement, Financing Statement, and Assignment of Rents and Leases dated October 27, 1999 by Hydro Spray Car Wash Equipment Co., Ltd., L.C. in favor of First Union National Bank, recorded among the Land Records of Black Hawk County, Iowa on November 16, 1999 in Book 923, at page 833.
- \* 4. Open-End Mortgage, Security Agreement, Financing Statement, and Assignment of Rents and Leases dated October 27, 1999 by Precision Building Solutions Incorporated in favor of First Union National Bank, recorded among the Land Records of Richland County, Ohio on November 12, 1999 in Book 760, at page 0566.

B. TITLE DOCUMENTS

**Cedar Falls, Black Hawk County, Iowa Real Property**

- 5. Chicago Title Insurance Company Title Commitment No. 2616898 effective October 14, 1999.
- 6. Affidavit by Partnership.
- 7. Chicago Title Insurance Company Title Policy No. 2616898 dated November 17, 1999.

**Mansfield, Richland County, Ohio Real Property**

- 8. Chicago Title Insurance Company Title Commitment No. MA 56706 effective October 20, 1999.
- 9. (Owner's) Affidavit.
- 10. Chicago Title Insurance Company Title Policy No. 36 0084 107 00009539 dated November 12, 1999.



C. CORPORATE DOCUMENTS

11. Certificate of Secretary of Precision Auto Care, Inc. dated October 21, 1999, along with:  
Exhibit A: Action of Directors by Unanimous Written Consent.
12. WE JAC Corporation / Action of Sole Stockholder by Written Consent in Lieu of a Meeting of Stockholders dated October 21, 1999.
13. Certificate of Secretary of WE JAC Corporation dated October 21, 1999, along with:  
Exhibit A: Action of Directors by Unanimous Written Consent.
14. Precision Building Solutions Incorporated/Action of the Sole Stockholder by Written Consent dated October 21, 1999.
15. Certificate of Secretary of Precision Building Solutions Incorporated dated October 21, 1999, along with:  
Exhibit A: Action of Directors by Unanimous Written Consent.
16. Rocky Mountain Ventures, Inc. / Action of the Sole Stockholder by Written Consent dated October 21, 1999.
17. Certificate of Secretary of Rocky Mountain Ventures, Inc. dated October 21, 1999, along with:  
Exhibit A: Action of Directors by Unanimous Written Consent.
18. Rocky Mountain Ventures II, Inc. / Action of the Sole Stockholder by Written Consent dated October 21, 1999.
19. Certificate of Secretary of Rocky Mountain Ventures II, Inc. dated October 21, 1999, along with:  
Exhibit A: Action of Directors by Unanimous Written Consent.
20. Miracle Partners, Inc. / Action of the Sole Stockholder by Written Consent dated October 21, 1999.
21. Certificate of Secretary of Miracle Partners, Inc. dated October 21, 1999, along with:  
Exhibit A: Action of Directors by Unanimous Written Consent.
22. Certificate of Manager of Ralston Car Wash, Ltd. dated October 21, 1999, along with:

Exhibit A: Action of Sole Member.

23. Certificate of General Manager of Prema Properties, Ltd. dated October 21, 1999.
24. Miracle Industries, Inc. / Action the of Sole Stockholder by Written Consent dated October 21, 1999.
25. Certificate of Secretary of Miracle Industries, Inc. dated October 21, 1999, along with:  
Exhibit A: Action of Directors by Unanimous Written Consent.
26. Certificate of Manager of KBG, LLC dated October 21, 1999, along with:  
Exhibit A: Action of Sole Member.
27. PTW, Inc./Action of the Sole Stockholder by Written Consent dated October 21, 1999.
28. Certificate of Secretary of PTW, Inc. dated October 21, 1999, along with:  
Exhibit A: Action of Directors by Unanimous Written Consent.
29. National 60 Minute Tune, Inc./Action of the Sole Stockholder by Written Consent dated October 21, 1999.
30. Certificate of Secretary of National 60 Minute Tune, Inc. dated October 21, 1999, along with:  
Exhibit A: Action of Directors by Unanimous Written Consent.
31. Certificate of Manager of Hydro Spray Car Wash Equipment Co., Ltd. dated October 21, 1999.
32. Precision Tune Auto Care, Inc. / Action of the Sole Stockholder by Written Consent dated October 21, 1999.
33. Certificate of Secretary of Precision Tune Auto Care, Inc. dated October 21, 1999, along with:  
Exhibit A: Action of Directors by Unanimous Written Consent.
34. Worldwide Drying Systems, Inc. / Action of the Sole Stockholder by Written Consent dated October 21, 1999.
35. Certificate of Secretary of Worldwide Drying Systems, Inc. dated October 21, 1999, along with:  
Exhibit A: Action of Directors by Unanimous Written Consent.

36. PAC Mexican Delaware Holding Company, Inc. / Action of the Sole Stockholder by Written Consent dated October 21, 1999.
37. Certificate of Secretary of PAC Mexican Delaware Holding Company, Inc. dated October 21, 1999, along with:
  - Exhibit A: Action of Directors by Unanimous Written Consent.
38. PAC Mexican Holding Company LLC / Action of the Sole Member by Written Consent dated October 21, 1999.
39. Certificate of Secretary of PAC Mexican Holding Company LLC dated October 21, 1999, along with:
  - Exhibit A: Action of Directors by Unanimous Written Consent.
40. Precision Auto Care Mexico II, S. de R.L. de C.V./Action of Partners by Unanimous Written Consent dated October 21, 1999.
41. Certificate of Secretary of Precision Auto Care Mexico II, S. de R.L. de C.V. dated October 21, 1999, along with:
  - Exhibit A: Action of Managers by Unanimous Written Consent.
42. Precision Auto Care Mexico I, S. de R.L. de C.V./Action of Partners by Unanimous Written Consent dated October 21, 1999.
43. Certificate of Secretary of Precision Auto Care Mexico I, S. de R.L. de C.V. dated October 21, 1999, along with:
  - Exhibit A: Action of Managers by Unanimous Written Consent.
44. Certificate of Manager of Indy Ventures, L.L.C. dated October 21, 1999, along with:
  - Exhibit A: Action of Sole Member.

IX. May 15, 2000

- \* Modification Agreement dated May 15, 2000 by and among Precision Auto Care, Inc., WE JAC Corporation, Lube Ventures, Inc., Rocky Mountain Ventures, Inc., Rocky Mountain Ventures II, Inc., Miracle Partners, Inc., Ralston Car Wash, Ltd. Prema Properties, Ltd., Miracle Industries, Inc. KBG, LLC., PTW, Inc., National 60 Minute Tune, Inc., Hydro-Spray Car Wash Equipment Co., Ltd., Precision Tune Auto Care, Inc., Worldwide Drying Systems, Inc., PAC Mexican Delaware Holding Company, Inc., PAC Mexican Holding Company LLC, Precision Auto Care Mexico II, S. de R.L. de C.V., Precision Auto Care Mexico I, S. de R.L. de C.V. in favor of First Union National Bank.

\*Operative Financing Documents.

## TRADEMARK COLLATERAL ASSIGNMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT (the "Assignment") is made this 12th day of November, 1997, between PRECISION TUNE AUTO CARE, INC., a Virginia corporation, having a mailing address at 748 Miller Drive, S.E., Leesburg, Virginia 20175 (herein, the "Assignor"), and SIGNET BANK, a Virginia banking corporation, having a mailing address at Seven Saint Paul Street, 4th Floor, Baltimore, Maryland 21202 (herein, the "Bank").

WHEREAS, Assignor has executed and delivered to the Bank a certain Loan and Security Agreement, along with Precision Auto Care, Inc., a Virginia corporation, of which Assignor is a subsidiary, evidencing a joint and several indebtedness in the principal amount of Twenty Million Dollars (\$20,000,000) (the Loan and Security Agreement, as now or hereafter amended from time to time, is hereafter referred to as the "Loan Agreement"). In order to induce the Bank to make advances under the Loan Agreement, Assignor has agreed to assign to the Bank certain trademark rights.

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with the Bank as follows:

1. To secure the complete and timely satisfaction of all Obligations (as defined in the Loan Agreement), Assignor hereby grants, assigns and conveys to the Bank its entire right, title and interest in and to the registered trademarks listed on Exhibit A hereto, and all goodwill of the business symbolized by such marks or associated therewith, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements (but without implying an obligation to do so), all rights corresponding thereto throughout the world and all continuations, renewals and extensions thereof (collectively, the "Trademarks").

2. Assignor covenants and warrants that:

(a) To the best of Assignor's knowledge, the Trademarks have been validly issued;

(b) To the best of Assignor's knowledge, Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation, pledges, assignments, licenses, and covenants; and

(c) Assignor has the unqualified right to enter into this Assignment and perform its terms.

Except as specifically set forth above, Assignor does not warrant that the Trademarks might not be declared invalid if challenged in court.

3. Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Assignment, without the Bank's prior written consent.

4. Unless and until there shall have occurred and be continuing a default under the Loan Agreement and/or a demand for the Obligations under the Loan Agreement (an "Event of Default"), the Bank hereby grants to Assignor the exclusive non-transferable right and license to use the Trademarks for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this paragraph 4, without the prior written consent of the Bank; provided, however, that nothing herein contained shall in any way affect the Assignor's right to grant to franchisees the right to use Trademarks in their ordinary course of business.

5. If any Event of Default shall have occurred and be continuing, Assignor's license to use the Trademark as set forth in paragraph 4 shall terminate forthwith, and the Bank shall have, in addition to all other rights and remedies given it by this Assignment, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code, and, without limiting the generality of the foregoing, the Bank may immediately, and without advertisement, sell at public or private sale or otherwise realize upon, in Baltimore, Maryland, or elsewhere, the Trademarks, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Assignor. Notice of any sale or other disposition of the Trademarks shall be given to Assignor at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Bank may, to the extent permissible under applicable law, purchase the Trademarks, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

6. If any Event of Default shall have occurred and be continuing, Assignor hereby authorizes and empowers the Bank to make, constitute and appoint any officer or agent of the Bank as the Bank may select in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for the Bank to use the Trademarks, or to grant or issue any exclusive or non-exclusive license to any third person, or necessary for the Bank to assign, pledge, convey or otherwise transfer title in or

dispose of the Trademarks to any third person. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Assignment.

7. At such time as Assignor shall completely satisfy all of the Obligations, this Assignment shall terminate and the Bank shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks, subject to any disposition thereof which my have been made by the Bank pursuant hereto.

8. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Bank in connection with the preparation of this Assignment and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by Assignor on demand by the Bank and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Loan Agreement.

9. Assignor shall have the duty, through its counsel, to prosecute diligently any applications for the Trademarks pending as of the date of this Assignment and to preserve and maintain all rights of the Trademarks, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an applications shall be borne by Assignor.

10. Assignor shall have the right, but not the duty, to bring suit in its own name, to enforce the Trademarks and any licenses thereunder, subject to the license granted under paragraph 4 hereof. The Bank shall reasonably cooperate with Assignor in enforcing such rights, and Assignor shall promptly, upon demand, reimburse and indemnify the Bank for all damages, costs and expenses, including reasonable legal fees, incurred by the Bank pursuant to this paragraph 10.

11. No course of dealing between Assignor and the Bank, nor any failure to exercise, nor any delay in exercising, on the part of the Bank, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. All of the Bank's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

13. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

14. This Assignment is subject to modification only by a writing signed by the parties.

15. The benefits and burdens of this Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

16. The validity and interpretation of this Assignment and the rights and obligations of the parties shall be governed by the laws of the State of Maryland, exclusive of its conflict of laws and rules.

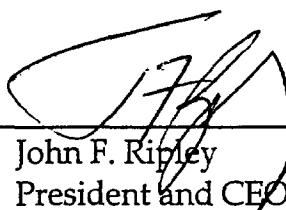


WITNESS the execution hereof under seal as of the day and year first above written.

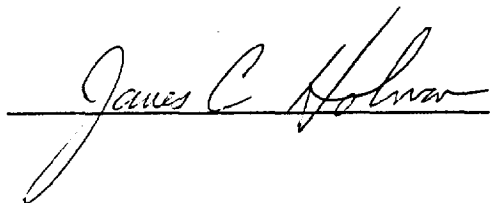
ATTEST:

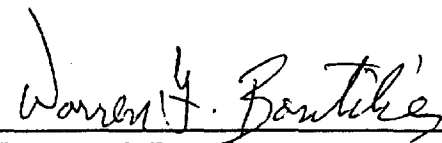
ASSIGNOR:  
PRECISION TUNE AUTO CARE, INC.



By:  (SEAL)  
John F. Ripley  
President and CEO

BANK:  
SIGNET BANK



By:  (SEAL)  
Warren F. Boutilier  
Vice President

ACKNOWLEDGMENTS

STATE OF MARYLAND, CITY/COUNTY OF Harford to wit:

I HEREBY CERTIFY, that on this 12th day of November, 1997, before me, the undersigned Notary Public, personally appeared Warren F. Boutilier, who acknowledged himself to be the Vice President of Signet Bank, a Virginia banking corporation, known to me (or satisfactorily proven) to be the person who executed the foregoing Trademark Collateral Assignment and acknowledged that he, being authorized so to do, executed the same for the purposes therein contained as the duly authorized Vice President of Signet Bank, by signing the name of Signet Bank by himself as Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Donna L. Lee  
Notary Public

My Commission Expires: 9-1-01

STATE OF MARYLAND, CITY/COUNTY OF Harford to wit:

I HEREBY CERTIFY, that on this 12th day of November, 1997, before me, the undersigned Notary Public, personally appeared John F. Ripley, who acknowledged himself to be the President and CEO of Precision Tune Auto Care, Inc., a Virginia corporation, known to me (or satisfactorily proven) to be the person who executed the foregoing Trademark Collateral Assignment and acknowledged that he, being authorized so to do, executed the same for the purposes therein contained as the duly authorized President and CEO of Precision Tune Auto Care, Inc., by signing the name of Precision Tune Auto Care, Inc. by himself as President and CEO.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Robbi d. Cosseman  
Notary Public

My Commission Expires: 10/19/00

EXHIBIT A

Trademarks Assigned

	<u>Trademark</u>	<u>Registration Number</u>	<u>Serial Number</u>
1.	PRECISION TUNE	1259155	73-381505
2.	[DESIGN]	1272423	73-410996
3.	ACC-U-TUNE & BRAKE	1669748	74-145237
4.	PRECISION TUNE	1214325	73-178334
5.	PRECISION TUNE	1214326	73-179924
6.	PRECISION TUNE	1497068	73-535103
7.	PRECISION TUNE	1520139	73-709119
8.	PRECISION TUNE	1850888	74-240356
9.	PRECISION AUTO WASH	(pending)	75-191529
10.	PT EXPRESS LUBE	1561389	73-779672
11.	RUN WITH PRECISION RUN WITH THE BEST	1637123	74-010227
12.	U CAN'T GET BETTER CARE ANYWHERE AT ANY PRICE!	1714176	74-194727
13.	[DESIGN]	1961553	74-579626
14.	[DESIGN]	1961554	74-579627
15.	[DESIGN]	1961555	74-579628
16.	[DESIGN]	1961556	74-579629