

09-22-2001

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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

☐ Change of Name

☐ Other

Effective Date
Month Day Year
08 31 01

Conveying Party

☐ Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year
08 31 01

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization

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 Assignment.)

09/28/2001 LMUELLER 00000108 2389988

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01 FC:481
02 FC:482

40.00 OP
175.00 OP

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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: 002375 FRAME: 0310

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 **404-815-3606**

Name

Robert H. G. Lockwood

Address (line 1)

Smith, Gambrell & Russell, LLP

Address (line 2)

Suite 3100, Promenade II

Address (line 3)

1230 Peachtree Street, N.E.

Address (line 4)

Atlanta, GA 30309-3592

Pages

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

#

7

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)

*See attached schedule		

Number of Properties

Enter the total number of properties involved.

#

8

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ **215.00**

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 ☐

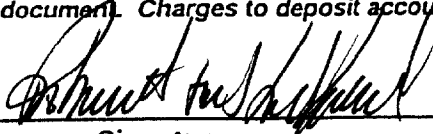
No ☐

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.

Robert H. G. Lockwood

Name of Person Signing



Signature

9/14/01

Date Signed

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Merchant's, Incorporated
Tradename/Service Marks

<u>Trademarks</u>	<u>Registration No.</u>	<u>Registration Date</u>
"No One Cares for Your Car Like Merchant's"	2,389,988	9/26/2000
TEAM MERCHANT'S PERFORMANCE SPECIALISTS	2,248,803	6/1/1999
"29 MINUTES OR LESS, TIRE EXPRESS"	2,077,075	7/8/1997
ALL YOUR CAR NEEDS ALL IN ONE PLACE	2,040,251	2/25/1997
"MERCHANT'S MAINTENANCE ALERT"	2,078,719	7/15/1997
"MERCHANT'S TIRE & AUTO CENTERS"	1,420,446	12/9/86, 1/14/87, 11/30/92, 04/05/93
SERVICE THAT YOU TRUST - GUARANTEED	1,743,581	12/29/1992
MERCHANT'S	1,907,199	7/25/1995

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 31, 2001, by **MERCHANT'S, INCORPORATED**, a Delaware corporation ("Grantor"), in favor of **THE CIT GROUP/BUSINESS CREDIT, INC.**, a New York corporation ("Lender").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of the date hereof, by and between Grantor and Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make the Revolving Credit Loans and to incur Letter of Credit Obligations for the benefit of Borrowers; and

WHEREAS, Lender is willing to make Revolving Credit Loans and to incur Letter of Credit Obligations as provided for in the Loan Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to Lender, for the benefit of Lender, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its trademarks (collectively, the "Trademarks") and trademark licenses to which it is a party (collectively, the "Trademark Licenses"), including those referred to on Schedule 1 hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. RIGHTS AND REMEDIES.

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

(b) Notwithstanding anything to the contrary herein or in any of the other Loan Documents, if any Default or Event of Default under the Loan Agreement or any other Loan Document shall have occurred, or if Grantor fails to perform any agreement or to meet any of the obligations to the Lender hereunder, in addition to any and all other rights and remedies that Lender may have in the Loan Agreement, in any other Loan Document or at law, all of the right, title and interest of Grantor in and to the Trademark Collateral shall be automatically granted, assigned, conveyed and delivered to Lender or its designee, and Grantor hereby irrevocably constitutes and appoints Lender and any officer, agent or employee thereof, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in the place and stead of Grantor and in the name of Grantor or Lender's own name or the name of Lender's designee, all acts of said attorney being hereby ratified and confirmed, except to the extent any of the same constitute gross negligence or willful misconduct, such power being coupled with an interest is irrevocable, upon the occurrence of a Default or an Event of Default: (i) to complete, date, execute and file or cause to be filed the Assignment attached hereto as Exhibit A and incorporated hereby by reference (the "Assignment") in the United States Patent and Trademark Office and in all other applicable offices, and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purpose of the Assignment; (ii) to collect proceeds from the Trademarks (including, by way of example, license royalties and proceeds of infringement suits); (iii) to convey in any transaction authorized by the Loan Agreement, any Goods covered by the registrations listed on Schedule 1 to any purchaser thereof; and (iv) to make payment or discharge taxes or liens levied or placed upon or threatened against any Goods covered by the registrations listed on Schedule 1, the legality or validity thereof and the amounts necessary to discharge the same to be determined by Lender, in its sole discretion, and such payments made by Lender to become the obligations of Grantor to Lender, due and payable immediately, without demand.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer under seal as of the date first set forth above.

MERCHANT'S, INCORPORATED

By: Michael Riggan
Name: Michael Riggan
Title: CEO

[CORPORATE SEAL]

ACKNOWLEDGMENT OF GRANTOR

STATE OF VA)
) ss.
COUNTY OF Prince William

On this 29th ^{31st} day of August, 2001, before me personally appeared Michael Riggan, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Merchants, Incorporated who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal}

David A. Moore
Notary Public

ACCEPTED AND ACKNOWLEDGED BY:

THE CIT GROUP/BUSINESS CREDIT, INC.,
as Lender

By: _____
Name: _____
Title: _____

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

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Tradename/Service Marks

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SERVICE THAT YOU TRUST - GUARANTEED	1,743,581	12/29/1992
MERCHANT'S	1,907,199	7/25/1995

EXHIBIT A

COLLATERAL ASSIGNMENT OF TRADEMARKS AND GOODWILL

THIS ASSIGNMENT dated the ____ day of _____, 2001 from **MERCHANT'S, INCORPORATED**, a Delaware corporation (the "Assignor"), to **THE CIT GROUP/BUSINESS CREDIT INC.**, a New York corporation (the "Assignee"), recites and provides:

WHEREAS, Assignor is either the owner or the licensee of certain U.S. trademarks and service marks and the registrations and applications to register therefor listed in Schedule 1 hereto ("Trademarks"); and

WHEREAS, Assignee desires to obtain all of Assignor's right, title and interest in all such Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby grants, assigns and conveys to Assignee, its successors and assigns, the entire right, title and interest of Assignor in and to the Trademarks, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements, together with the goodwill of the business symbolized by the Trademarks. Assignor acknowledges that it has granted Assignee the right to secure the assets of such Assignor associated with the business symbolized by the Trademarks, under separate agreement.

Assignor further agrees to execute such further instruments and documents and perform such further acts as Assignee may deem necessary to secure to Assignee the rights herein conveyed.

IN WITNESS WHEREOF, Assignor has caused this Collateral Assignment of Trademarks and Goodwill to be executed and delivered by its duly authorized officer as of the date first set forth above.

MERCHANT'S, INCORPORATED

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

CORP/824513.2

TRADEMARK
REEL: 002375 FRAME: 0318

Schedule 1
To
Collateral Assignment of Trademarks and Goodwill

<u>Trademarks</u>	<u>Registration No.</u>	<u>Registration Date</u>

CORP/824513.2

RECORDED: 09/22/2001

TRADEMARK
REEL: 002375 FRAME: 0319