

RECO.

01-31-2002



101976429

Attorney Docket No. 030773-130 (EDW)

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

1. Name of conveying party(ies):

Precision Tune Auto Care, Inc.  
748 Miller Drive, S.E.  
Leesburg, Virginia 22075

- Individual(s)                       Association
- General Partnership             Limited Partnership
- Corporation - Virginia

Other: \_\_\_\_\_

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

3. Nature of conveyance:

- Assignment                       Merger
- Security Agreement             Change of Name

Other: \_\_\_\_\_

Execution Date: October 26, 2001

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

Name: Precision Franchising LLC

Address: 748 Miller Drive, S.E.  
Leesburg, Virginia 22075

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation - Virginia
- Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designation must be a separate document from Assignment)

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

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

A. Trademark Application No. (s)

See Exhibit A

B. Trademark Registration No. (s)

See Exhibit A

Additional numbers attached?  Yes  No

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

Name: Bassam N. Ibrahim, Esquire

Address: Burns, Doane, Swecker & Mathis

Post Office Box 1404

Alexandria, Virginia 22313-1404

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$90.00

- Enclosed
- Authorized to be charged to deposit account, if necessary

8. Deposit account number:

02-4800

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

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Bassam N. Ibrahim, Esquire  
Name of Person Signing

Signature

1/23/2002  
Date

01/30/2002 6TOM11 00000136 76312622

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

01 FC:481                      40.00 OP  
02 FC:482                      50.00 OP

**Exhibit A**

<b><u>Mark</u></b>	<b><u>Application/Registration No.</u></b>
PRECISION MAN Design	76/312,622
THE TITAN OF AUTOMOTIVE TECHNOLOGY!	76/313,774
PRECISION	76/314,710

**ASSIGNMENT OF TRADEMARKS**  
(Precision Tune Auto Care, Inc. to Precision Franchising LLC)

THIS ASSIGNMENT OF TRADEMARKS (the "Agreement") is made and entered into as of this 26<sup>th</sup> day of October, 2001, by and among PRECISION AUTO CARE, INC., a Virginia corporation ("Borrower"), PRECISION TUNE AUTO CARE, INC., a Virginia corporation ("Subsidiary") and PRECISION FRANCHISING LLC, a Virginia limited liability company ("Assignee").

**RECITALS**

- A. The Borrower is the sole stockholder of WE JAC Corporation, a Delaware corporation, which owns all of the outstanding stock of the Subsidiary.
- B. On August 28, 1996, the Subsidiary amended its Articles of Incorporation to change its name from Precision Tune, Inc. to Precision Tune Auto Care, Inc.
- C. On November 12, 1997, Signet Bank, a Virginia banking corporation ("Signet"), the predecessor of First Union National Bank, NA ("First Union") made a loan to the Borrower (the "Loan").
- D. In connection with the Loan, the Borrower caused the Subsidiary and Signet to enter that certain Trademark Collateral Assignment, dated November 12, 1997 (the "Trademark Collateral Assignment"), a copy of which is attached as Exhibit A. Through the Trademark Collateral Assignment, the Subsidiary assigned outright to Signet all of its right, title, and interest in the marks described on Exhibit B, including the goodwill of the business symbolized by those marks and the goodwill associated therewith (collectively, the "Exhibit B Trademarks").
- E. On September 29, 2000, Precision Funding, L.L.C., a Virginia limited liability company, (the "Lender") purchased the Loan from First Union. In connection with its purchase of the Loan, the Lender succeeded to all of First Union's right, title, and interest in the Exhibit B Trademarks.
- F. On August 15, 2001, the Subsidiary caused the Assignee's Articles of Organization to be filed with the Virginia State Corporation Commission. As of the date of this Agreement, the Subsidiary is the sole owner of the outstanding membership interests of the Assignee.
- G. The Subsidiary is the owner of record of the marks, and all of the goodwill of the business symbolized by those marks and the goodwill associated therewith, described on Exhibit C (collectively, the "Exhibit C Trademarks").
- H. In connection with the Borrower's request and good and valid business reasons, the Lender assigned the Exhibit B Trademarks to the Subsidiary conditioned upon and subject to the Subsidiary's (a) assignment of the Exhibit B Trademarks to the Assignee, (b) assignment of the Exhibit C Trademarks to the Assignee, and (c) pledge of its membership in the Assignee to the Lender as collateral security for the Loan.

NOW, THEREFORE, in consideration of the Subsidiary's assignment of all its right, title, and interest in the Exhibit B Trademarks and Exhibit C Trademarks (collectively, the "Trademarks") to the Assignee, the Subsidiary's obligations to the Lender and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereby agree as follows:

## ARTICLE 1

### ASSIGNMENT

- 1.1 Assignment by Subsidiary. The Subsidiary hereby grants, conveys, transfers, and assigns to the Assignee its entire right, title and interest in and to the Trademarks, registered or unregistered, together with the registration thereof in the U.S. Patent and Trademark Office (this "Assignment"). The Assignment includes all the goodwill of the business symbolized by the Trademarks and the goodwill associated therewith, including, without limitation, all trade names, logos, and the rights to 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, all rights corresponding thereto throughout the world and all continuations, renewals and extensions thereof.
- 1.2 Acceptance by Assignee. The Assignee accepts this Assignment of the Trademarks and the registration thereof in the U.S. Patent and Trademark Office.
- 1.3 No Representations or Warranties by Lender. The Assignee acknowledges that the Lender made no representations, warranties or covenants in connection with its assignment of the Trademarks to the Subsidiary and that the Lender relied solely on the information made available to it by the Borrower, the Subsidiary, the Assignee, First Union, the officers and agents of each of the foregoing, and its own investigation. Specifically, the Assignee acknowledges that the Lender did not represent, warrant, or covenant that it had good title to any of the Trademarks at the time it assigned the Trademarks to the Subsidiary.
- 1.4 Collateral Assignment by the Subsidiary. The Lender assigned the Trademarks to the Subsidiary conditioned upon and subject to: (a) this Assignment by the Subsidiary; and (b) the Subsidiary's pledge of its membership interest in the Assignee as collateral security for the Loan. The terms of the Subsidiary's pledge of its membership interest in the Assignee are described in that certain Membership Interest Pledge Agreement by and between the Borrower, the Subsidiary, and the Assignee of even date herewith.

## ARTICLE 2

### REPRESENTATIONS AND WARRANTIES BY BORROWER, SUBSIDIARY, AND ASSIGNEE

The Borrower, the Subsidiary, and the Assignee represent and warrant unto the Lender and agree as follows:

- 2.1 Agreement is Authorized. The making and performance of this Agreement by the Borrower, the Subsidiary, and the Assignee has been duly authorized, and will not violate any provision of law or of their charters, bylaws, governing documents, or any indenture, agreement or understanding to which the Borrower, the Subsidiary, or the Assignee is a party, or by which the Borrower, the Subsidiary or the Assignee is bound.
- 2.2 Trademarks Validly Issued. To the best of the Borrower's, the Subsidiary's, and the Assignee's knowledge, the Trademarks have been validly issued.
- 2.3 Trademarks Free of Liens. Following this Assignment, the Assignee will be the absolute owner of the Trademarks free and clear of any adverse lien, security interest or encumbrance. No effective financing statement or other instrument similar in effect covering all or any part of the Trademarks is on file in any recording or filing office except such as may have been filed in favor of Signet relating to the Trademark Collateral Assignment.

## ARTICLE 3

### AFFIRMATIVE COVENANTS OF BORROWER, SUBSIDIARY, AND ASSIGNEE

The Borrower, the Subsidiary, and the Assignee agree as follows:

- 3.1 Duty to Prosecute Applications for Pending Trademarks. The Borrower, the Subsidiary, and the Assignee shall have the duty, through their 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 limitations the payment of all maintenance fees.
- 3.2 Duty to Protect from Infringement. The Borrower, the Subsidiary, and the Assignee shall protect the Trademarks from infringement, unfair competition, dilution, or damage by all appropriate actions including the commencement of legal action to prevent infringement, unfair competition, dilution or damage, and to recover damages for the same, including the defense of any legal action making such claims.
- 3.3 Duty to Renew Registrations. The Borrower, the Subsidiary, and the Assignee shall take all actions necessary to properly maintain and renew all registrations of the Trademarks which are or may become subject to this Agreement for the full terms allowed by law,

including but not limited to the appropriate and timely payment of any required fees and the timely filing of any documents necessary to maintain and renew the registration of any part of the Trademarks.

## ARTICLE 4

### MISCELLANEOUS

4.1 Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, without regard to its conflicts or choice of law rules, in force on the date of this Agreement.

4.2 Notices and Requests. Any notice or request which shall or may be given by or to the Borrower, the Subsidiary, or the Assignee under this Agreement shall be deemed to have been given when hand-delivered to the individual named below or posted in the regular first-class or certified mail of the United States, postage prepaid, and addressed to the individual designated below:

Borrower: Louis M. Brown, Jr., President  
PRECISION AUTO CARE, INC.  
748 Miller Drive, S.E.  
Leesburg, VA 20175  
Telephone: (703) 777-9095  
Facsimile: (703) 777-9190

Copy to: Frederick F. Simmons, General Counsel  
PRECISION AUTO CARE, INC.  
748 Miller Drive, S.E.  
Leesburg, VA 20175  
Telephone: (703) 777-9095  
Facsimile: (703) 777-9190

Subsidiary: Louis M. Brown, Jr., President  
PRECISION TUNE AUTO CARE, INC.  
748 Miller Drive, S.E.  
Leesburg, VA 20175  
Telephone: (703) 777-9095  
Facsimile: (703) 777-9190

Copy to: Frederick F. Simmons, General Counsel  
PRECISION TUNE AUTO CARE, INC.  
748 Miller Drive, S.E.  
Leesburg, VA 20175  
Telephone: (703) 777-9095  
Facsimile: (703) 777-9190

Assignee: Louis M. Brown, Jr., President  
PRECISION FRANCHISING LLC  
748 Miller Drive, S.E.  
Leesburg, VA 20175  
Telephone: (703) 777-9095  
Facsimile: (703) 777-9190

Copy to: Frederick F. Simmons, General Counsel  
PRECISION FRANCHISING LLC  
748 Miller Drive, S.E.  
Leesburg, VA 20175  
Telephone: (703) 777-9095  
Facsimile: (703) 777-9190

Lender: Peter C. Keefe, Manager  
PRECISION FUNDING, L.L.C.  
c/o Avenir Corporation  
1725 K Street, N.W., Suite ~~410~~ 401  
Washington, DC 20006  
Telephone: (202) 659-4427  
Facsimile: (202) 659-4414

Copy to: Ross C. Reeves, Esquire  
WILLCOX & SAVAGE, P.C.  
1800 Bank of America Center  
One Commercial Place  
Norfolk, VA 23510  
Telephone: (757) 628-5545  
Facsimile: (757) 628-5566

4.3 Survival. The obligations of the Borrower, the Subsidiary, and the Assignee (the "Obligations") hereunder shall remain in full force and effect without regard to and shall not be impaired by (a) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation, or the like of the Subsidiary or the Assignee; (b) any exercise or non-exercise, or any waiver, by the Lender of any right under or in respect of the Obligations; or (c) any amendment to or modification of the Obligations or any security for any of the Obligations, whether or not the Borrower, the Subsidiary, or the Assignee shall have notice or knowledge of any of the foregoing.

4.4 Severability of Provisions. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the remaining provisions contained herein shall in no way be affected or impaired thereby and shall continue in full force and effect.

- 4.5 Time of Performance by Borrower, Subsidiary, and Assignee. Time shall be of the essence with regard to the performance by the Borrower, the Subsidiary, and the Assignee of each of its obligations, duties and liabilities to the Lender under this Agreement.
- 4.6 Amendment and Waiver. No alteration, modification or amendment of this Agreement or waiver of any covenant, term or condition in this Agreement is or shall be valid, binding or enforceable unless in writing signed by a duly authorized officer of the party against whom enforcement is sought.
- 4.7 Fees and Expenses. If the Lender shall, at any time prior to or after the execution of this Agreement, employ counsel in connection with the transactions contemplated herein or any other legal action arising from the rights granted to the Lender herein, including bankruptcy or any administrative hearing or other proceedings, the Borrower, the Subsidiary, and the Assignee shall pay the Lender's actual legal fees, costs and expenses relating thereto. Liability therefor shall be joint and several among the Borrower, the Subsidiary, and the Assignee.
- 4.8 Successors and Assigns. All rights of Lender hereunder shall inure to the benefit of its successors and assigns and all obligations, liabilities and duties of the Borrower, the Subsidiary, and the Assignee shall bind their successors and assigns.
- 4.9 Execution and Counterparts. This Agreement and any amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement. In addition, this Agreement may be executed through the use of counterpart signature pages. The signature of any party on any counterpart agreement or counterpart signature page shall be deemed to be a signature to, and may be appended to, one document.

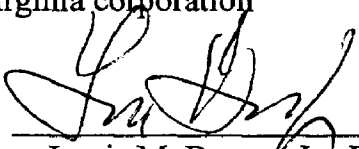
*[Remainder of Page Intentionally Left Blank]*



WITNESS, the Borrower, the Subsidiary, and the Assignee have executed this Assignment under seal as of the date and year first above written.

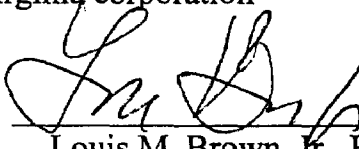
Borrower:

PRECISION AUTO CARE, INC.,  
a Virginia corporation

By:  (SEAL)  
Louis M. Brown, Jr., President

Subsidiary:

PRECISION TUNE AUTO CARE, INC.,  
a Virginia corporation

By:  (SEAL)  
Louis M. Brown, Jr., President

Assignee:

PRECISION FRANCHISING LLC,  
a Virginia limited liability company

By:  (SEAL)  
Louis M. Brown, Jr., President

**ASSIGNMENT OF TRADEMARKS AGREEMENT**


**PRECISION AUTO CARE, INC.  
PRECISION TUNE AUTO CARE, INC.  
PRECISION FRANCHISING LLC**

**COUNTERPART SIGNATURE PAGE**

Witness the signature of the undersigned to the Assignment of Trademarks Agreement by and between Precision Auto Care, Inc., Precision Tune Auto Care, Inc, and Precision Franchising LLC, dated this 26<sup>th</sup> day of October, 2001.

PRECISION AUTO CARE, INC.  
a Virginia corporation

Execution Date: October 26, 2001

By:  (SEAL)  
Louis M. Brown, Jr., President

**ASSIGNMENT OF TRADEMARKS AGREEMENT**

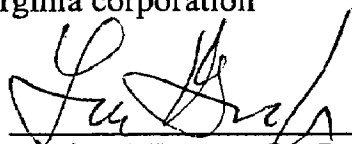
**PRECISION AUTO CARE, INC.  
PRECISION TUNE AUTO CARE, INC.  
PRECISION FRANCHISING LLC**

**COUNTERPART SIGNATURE PAGE**

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PRECISION TUNE AUTO CARE, INC.  
a Virginia corporation

Execution Date: October 26, 2001

By:  (SEAL)  
Louis M. Brown, Jr., President

**ASSIGNMENT OF TRADEMARKS AGREEMENT**

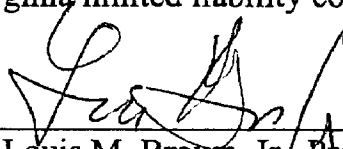
**PRECISION AUTO CARE, INC.  
PRECISION TUNE AUTO CARE, INC.  
PRECISION FRANCHISING LLC**

**COUNTERPART SIGNATURE PAGE**

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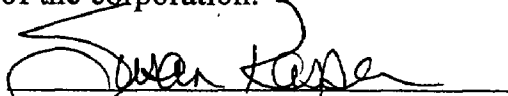
PRECISION FRANCHISING LLC  
a Virginia limited liability company

Execution Date: October 26, 2001

By:  (SEAL)  
Louis M. Brown, Jr., President

COMMONWEALTH OF VIRGINIA  
COUNTY of LEESBURG:

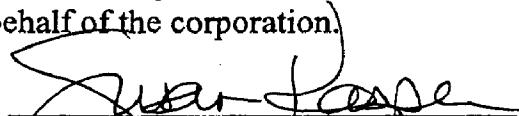
The foregoing instrument was acknowledged before me this 26 day of October 2001, by Louis M. Brown, Jr., known to me individually and as the President of Precision Auto Care, Inc., a Virginia corporation, on behalf of the corporation.

  
Notary Public

Susan Kasper  
My Commission Expires:  
~~Notary Public~~  
Commonwealth of Virginia  
My Commission Expires Feb. 28, 2003

COMMONWEALTH OF VIRGINIA  
COUNTY of LEESBURG:

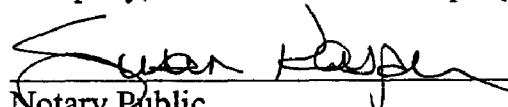
The foregoing instrument was acknowledged before me this 26 day of October 2001, by Louis M. Brown, Jr., known to me individually and as the President of Precision Tune Auto Care, Inc., a Virginia corporation, on behalf of the corporation.)

  
Notary Public

Susan Kasper  
My Commission Expires:  
~~Notary Public~~  
Commonwealth of Virginia  
My Commission Expires Feb. 28, 2003

COMMONWEALTH OF VIRGINIA  
COUNTY of LEESBURG:

The foregoing instrument was acknowledged before me this 26 day of October 2001, by Louis M. Brown, Jr., known to me individually and as the President of Precision Franchising LLC, a Virginia limited liability company, on behalf of the company.

  
Notary Public

My Commission Expires:  
~~Notary Public~~  
Commonwealth of Virginia  
~~My Commission Expires Feb. 28, 2003~~

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.

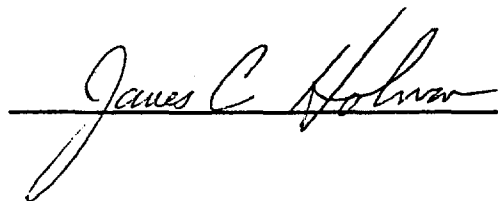
14. This Assignment is subject to modification only by a writing signed by the parties.

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.

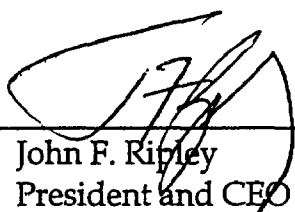
16. The validity and interpretation of this Assignment and the rights and obligations of the parties shall be governed by the laws of the State of Maryland, exclusive of its conflict of laws and rules.

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

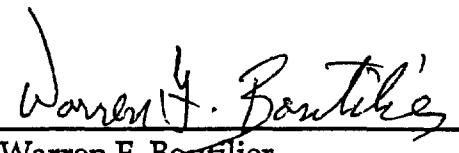
ATTEST:



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.

Robin d. Gosman  
Notary Public

My Commission Expires: 10/19/00