

03-20-2002



102023423

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

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

3-20-02  
Aaron's Automotive Products, Inc.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State (DE)  
☐ 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: March 8, 2002

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

Name: JPMorgan Chase Bank, as Administrative Agent

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

Street Address: P.O. Box 2558

City: Houston State: TX ZIP: 77252

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☐ Corporation-State \_\_\_\_\_  
☒ Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No  
(Designations must be a separate document from Assignment)Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,598,184 and 2,232,536

Additional numbers attached? ☐ Yes ☒ No

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

Name: Alison Winick, Esq.

Internal Address: Simpson Thacher &amp; Bartlett

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

## 6. Total number of applications and registrations involved: 2

## 7. Total fee (37 CFR 3.41): \$65.00

- ☐ Enclosed  
☒ Authorized to be charged to credit card

## 8. Deposit account number:

DO NOT USE THIS SPACE

## 9. Signature.

Alison Winick, Esq.  
Name of Person Signing

Signature

3-19-02  
Date

Total number of pages including cover sheet, attachments, and documents: 8

03/21/2002 GTON11 00000045 1598184

01 FC:481  
02 FC:48240.00 OP  
25.00 OPMail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20231TRADEMARK  
REEL: 002464 FRAME: 0286

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of March 8, 2002 is made by AARON'S AUTOMOTIVE PRODUCTS, INC., a Delaware corporation (the "Obligor"), in favor of JPMorgan Chase Bank, a New York banking corporation, as Administrative Agent (the "Administrative Agent") for the several banks and other financial institutions (the "Lenders"), parties to the credit agreement, dated as of February 8, 2002 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Aftermarket Technology Corp., a Delaware corporation (the "Borrower"), the Lenders, the Administrative Agent, J.P. Morgan Securities Inc. and Credit Suisse First Boston ("CSFB") as Joint Advisors, Joint Lead Arrangers and Joint Bookrunners, and CSFB, as Syndication Agent. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement and the Guarantee and Collateral Agreement, which is defined below.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of February 8, 2002, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in and effective upon demand made upon the occurrence and during the continuance of an Event of Default grants a right of setoff against and assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Obligations.

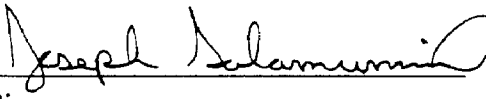
SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AARON'S AUTOMOTIVE PRODUCTS, INC.,  
as the Obligor

By:   
Name: \_\_\_\_\_  
Title: **Joseph Salamunovich**  
Vice President

JPMORGAN CHASE BANK,  
as Administrative Agent for the Lenders

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

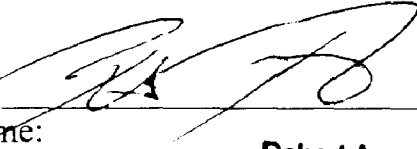
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as the Obligor

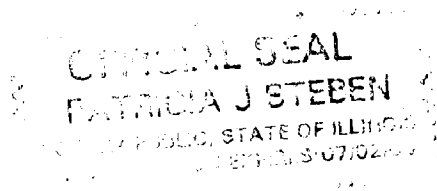
By: \_\_\_\_\_  
Name:  
Title:

JPMORGAN CHASE BANK,  
as Administrative Agent for the Lenders

By:  \_\_\_\_\_  
Name:  
Title: **Robert Anastasio**  
**Vice President**

STATE OF ILLINOIS )  
 ) ss  
COUNTY OF DUPAGE )

On the 21<sup>th</sup> day of February, 2002, before me personally came Joseph Salamunovich, who is personally known to me to be the Vice President of Aaron's Automotive Products, Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

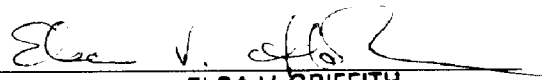


Patricia J. Steben  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

STATE OF New York )  
 ) ss  
COUNTY OF New York

On the 21<sup>st</sup> day of February, 2002, before me personally came Robert Anastasio, who is personally known to me to be the Vice President of JPMorgan Chase Bank, a New York banking corporation; who, being duly sworn, did depose and say that ~~she~~ he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public ELSA V GRIFFITH  
Notary Public, State of New York  
No. 01GR4838119  
Qualified in Kings County  
Commission Expires March 30, 2003

(PLACE STAMP AND SEAL ABOVE)

## **SCHEDULE A**

### **U.S. Trademarks Registrations and Applications**

<b>TRADEMARK</b>	<b>OWNER/APPLICANT</b>	<b>REGISTRATION NO. OR SERIAL NO.</b>
INTERCONT and Design	Aaron's Automotive Products, Inc.	1,598,184
PROFORMANCE	Aaron's Automotive Products, Inc.	2,232,536