

04-17-2002

2002 MAR 29 AM 11:18



FINANCE SECTION RECORDATION

102057960  
COVER SHEET

TRADEMARKS ONLY

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

Submission Type

- New 3.29.02
- 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  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

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

Mark if additional names of receiving parties attached

Name

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other

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.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

04/17/02 00000032 75603245

01 101481 10.00 01

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 documents 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

REEL: 002485 FRAME: 0011

**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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

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

#

**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)

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

<input type="text" value="75603245"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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.

Veronica Crabtree

*Veronica Crabtree*

3/28/02

Name of Person Signing

Signature

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

TDS AUTOMOTIVE CANADA, INC.

01182002

Formerly

Individual

General Partnership

Limited Partnership

Corporation

Association

Other

Citizenship State of Incorporation/Organization

CANADA

**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

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.)

Corporation

Association

Other

Citizenship/State of Incorporation/Organization

**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)



TRADEMARK

REEL: 002485 FRAME: 0013

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

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.)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

**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)

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

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

## **INTELLECTUAL PROPERTY SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT**

GMAC Business Credit, LLC, 3000 Town Center, Suite 280, Southfield, Michigan 48075, for itself and as collateral agent for GMAC Commercial Credit Limited and General Motors Acceptance Corporation of Canada Limited (collectively, "Lenders") and TDS Automotive U.S., Inc., TDS Automotive Canada, Inc. and Mackie Automotive Systems (U.K.) Limited, with executive offices at 620(A) Richmond Street, 2<sup>nd</sup> Floor, London Ontario, Canada N6A 5J9, (collectively, "Borrowers") enter into this Agreement on January 18, 2002.

Borrowers have entered into a variety of loan, security, collateral and other documents and agreements (the "Loan Agreements") with Lenders under which Lenders have agreed to make certain loans or extensions of credit (including the issuance of letters of credit) available to Borrowers. The Lenders are willing to make such loans and credit extensions under the Loan Agreements upon the condition, among others, that Borrowers execute and deliver this Agreement.

In consideration of the above and of the mutual covenants in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreements (and all agreements referred to or incorporated in the Loan Agreements) are incorporated by this reference.

2. **Collateral Assignment of Trademarks, Copyrights and Patents.** To secure the prompt payment and performance of all of each Borrowers' present and future indebtedness and obligations to Lenders (collectively, the "Debt"), Borrowers, to the extent of their interests therein, hereby grant to Lender a continuing lien, security interest and charge in and on, and, subject to Section 4 below, shall assign, transfer, and convey to the Lenders all right, title and interest, in the United States, Canada the United Kingdom and throughout the world, in, to, and under the following (all of which are collectively referred to the "Collateral") whether now existing or hereafter created or acquired:

(a) all United States, Canadian, United Kingdom and other trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, trademark registrations and applications for registration, now owned or hereafter acquired by any of the Borrowers (including, without limitation, those listed on Schedule 1 attached hereto and made a part hereof) and all licenses thereof, together with the goodwill of the business connected with the use of, and symbolized by, the foregoing, and (i) the registration renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, and (iii) all rights

corresponding thereto throughout the world, (all of the foregoing sometimes hereinafter individually or collectively referred to as the "Trademarks");

(b) all United States, Canadian or United Kingdom and other copyrights, registered or unregistered, in and to all copyrightable works including all registrations and applications therefor and all licenses thereof and (i) any renewals or extensions of the registrations therefor that may be secured under the laws now or hereafter in effect in any country or countries, (ii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, and (iii) all rights corresponding thereto throughout the world (sometimes individually or collectively referred to as the "Copyrights");

(c) all United States, Canadian, United Kingdom and other patents and patent applications, now owned or hereafter acquired by Borrowers, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule 1 attached hereto and made a part hereof, all licenses thereof and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, and (iii) all rights corresponding thereto throughout the world (all of the foregoing being sometimes hereinafter individually or collectively referred to as the "Patents"); and

(d) all other intellectual property rights, now owned or hereafter acquired by Borrowers, including, without limitation, the intellectual property listed on Schedule 1, including, without limitation, trade secrets, know-how and confidential business information, computer software, computer programs, source code, data and documentation (including electronic media) and licenses thereof, and (i) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, and (ii) all rights corresponding thereto throughout the world (collectively referred to as "Intellectual Property Rights").

3. **Continuing Liability.** Each Borrower expressly agrees that, notwithstanding anything to the contrary in this Agreement, it shall remain liable under each license, interest and obligation assigned to the Lenders under this Agreement to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with and pursuant to the terms and provisions applicable to Borrower and shall retain the right to sue and recover for past, present and future infringements thereof. The Lenders shall have no obligation or liability under any such license, interest or obligation by reason of or arising out of this Agreement or the assignment thereof to the Lenders or the receipt by the Lender of any payment relating to any such license, interest or obligation pursuant hereto, nor shall the Lenders be required or obligated in any manner to perform or fulfill any of the obligations of any Borrower thereunder or pursuant thereto, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any such license, interest or

obligation, or to present or file any claim, or to take any action to collect or enforce any performance of the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

4. **Effect of Collateral Assignment and Remedies.** Borrowers agree that upon the occurrence of an Event of Default (after any applicable grace or cure periods) under the Loan Agreements, the Lenders, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon Borrowers or any other person (all and each of which demands, advertisements or notices are hereby expressly waived), may forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, or may forthwith sell, lease, assign, give option or options to purchase, or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more public or private sale or sales, at any exchange, broker's board or at any of GMAC Business Credit, LLC's or its successor's ("Servicing Agent") offices or elsewhere at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk, and the Lenders shall apply the net proceeds (after expenses) of any such sale, lease, assignment or other disposition against the Obligations in such order as the Lenders in their sole discretion shall determine, Borrowers remaining liable for any deficiency therein. The Lenders shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in Borrowers, which right or equity is hereby expressly waived and released. To the fullest extent permitted by applicable law, Borrowers waive all the claims, damages and demand against the Lender arising out of the repossession, retention or sale of the Collateral. Borrowers agree that the Lenders need not give more than 10 days' notice of the time and place of any public sale or of the time after which a private sale may take place and that such notice is reasonable notification of such matter.

5. **Refiling.** If, before the Debt is paid in full, Borrowers obtain any rights in or to any new or additional Intellectual Property Rights, the provisions of this Agreement shall apply thereto and Servicing Agent is hereby authorized to amend Schedule 1 and refile this Agreement as appropriate.

6. **Power of Attorney.** Borrowers hereby authorize the Servicing Agent, from and after the occurrence of any Event of Default (after any applicable grace or cure periods), to make, constitute and appoint any officer or agent of the Lenders as the Lenders may select, in the Lenders' sole discretion, as Borrowers' true and lawful attorney-in-fact, with power (i) to endorse the applicable Borrower's name on all applications, documents, papers and instruments necessary or desirable for the Lenders in the perfection of a security interest in the Collateral, (ii) in accordance with this Agreement and applicable law, to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone. Borrowers hereby ratify all that such attorney shall lawfully do or cause to be done by virtue of this Assignment. This power of attorney shall be irrevocable until all of the Debt has been paid in full and all of the financing arrangements between Borrowers and the Lenders have been terminated and Lenders have no further obligation to make loans to Borrowers.

7. **Specific Performance; Injunctive Relief.** Borrowers agree that, in addition to all other rights and remedies granted to Lenders in this Agreement, the Loan Agreements and any other collateral security document, Lenders shall be entitled to specific performance and injunctive and other equitable relief, and Borrowers further agree to waive any requirement for the securing or posting of any bond or other security in connection with the obtaining of any such specific performance and injunctive or other equitable relief.

8. **Grant of License to Use Intangibles.** In addition to and for the purpose of enabling the Lenders to exercise rights and remedies under this Agreement, Borrowers shall permit Lenders reasonable access to all media in which any of the Collateral may be recorded or stored and to all computer programs used for the compilation or printout thereof. In addition, upon an Event of Default (after any applicable grace or cure periods), Lenders, and their assigns, shall have a non-exclusive license throughout the world in all Trademarks, Patents, Copyrights, and Intellectual Property Rights for the manufacture, sale and distribution of inventory or other goods of Borrowers and for the sale and use of any assets of Borrowers in which Lenders have a security interest, lien or charge (whether now or in the future.)

9. **Representation and Warranties.** Borrowers represent and warrant that Schedule 1 contains a complete and correct list of all the trademark registrations and trademark applications, copyright registrations and copyright applications and patents and patent applications, respectively, if any, (i) owned by Borrowers, or (ii) licensed to or by Borrowers (together with the terms of such licenses). Borrowers additionally represent and warrant to the best of its knowledge that except as set forth in Schedule 1, there is no currently pending patent application on which any agent or employee of Borrowers or Subsidiary is listed as an inventor. Except as set forth in Schedule 1, Borrowers own free and clear of all liens all right, title and interest in, or has full right and authority to use, all Collateral necessary or desirable for the conduct of its business as currently conducted, as previously conducted or as currently proposed to be conducted. Except as set forth in Schedule 1, to the best of the Borrowers' knowledge, no claim by any other person or entity ("Person") contesting the validity or ownership of any Collateral has been made, is currently outstanding or is threatened and neither Borrowers nor any executive thereof has received any notice of, or is aware of any fact which would indicate a likelihood of, any infringement or misappropriation upon, or conflict with, any other Person's intellectual property. Except as set forth in Schedule 1, to the best of the Borrowers' knowledge, none of the Collateral infringes upon or misappropriates, or conflicts with, any intellectual property of any Person, and no infringement, misappropriation or conflict will occur as a result of the continued operation of the business as now conducted or as currently proposed to be conducted. The transactions contemplated by this Agreement will have no adverse effect on any of Borrowers' rights in and to the Collateral. Borrowers have taken all action necessary or desirable to protect the Collateral and will continue to take such action prior to Closing so as to not adversely affect the validity or enforcement of the Collateral, except as set forth in Schedule 1 or where failure to take such action will not have a material adverse effect on Borrowers or Borrowers' business. Borrowers further agree that it will at its expense, at the Lender's request, defend the Lenders' and Borrowers' respective interests in the Collateral from any and all claims and demands of any other person where failure to take such action will not have a material adverse effect on Borrowers or Borrowers' business and that it will not grant, create or permit to exist any lien upon or security interest in the Collateral in favor



of any other person except liens permitted by the Loan Agreements; provided, however, that prior to the occurrence of an Event of Default and until the expiration of any applicable grace or cure period, nothing contained in this Agreement shall affect Borrowers' right to grant non-exclusive licenses to third parties to use any portion of the Collateral.

10. **Restrictions on Future Agreements.** Borrowers agree that until all of the Obligations have been satisfied in full and the Loan Agreements have been terminated and Lenders have no further obligation to make loans or issue letters of credit for the benefit of Borrowers, they will not, without Lenders' prior written consent, enter into any agreement, including, without limitation, any license agreement, which is materially inconsistent with Borrowers' obligations under this Agreement and Borrowers further agree that they will not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would materially affect the validity or enforcement of any of the rights transferred to Lenders under this Agreement.

11. **Covenants Regarding Collateral.**

(a) Except as to Collateral which Borrowers in their judgment determine to be in their best interests to abandon or not to enforce or protect, Borrowers (either themselves or through licensees) shall (i) continue to use each Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain each Trademark in full force free from any claim of abandonment for non-use, (ii) employ each Trademark, Copyright and Patent with the appropriate notice of application or registration on applicable products or services, (iii) not do any act or knowingly omit to do any act whereby any Patent may become invalidated or unenforceable, any Trademark right may become abandoned or unenforceable, any Copyright right may become unenforceable, or any Intellectual Property Right may become unenforceable (and not permit any licensee or sublicensee thereof to), (iv) prosecute diligently any trademark application, copyright application or any patent application which is pending as of the date of this Agreement or thereafter, until the Obligations shall have been paid in full, and (v) preserve and maintain all rights in and to the Collateral.

(b) Except as set forth in Schedule 1, Borrowers shall notify the Lenders reasonably promptly if they know, or have reason to know, that any application or registration relating to any of the Collateral may become abandoned or dedicated, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in any governmental office, agency, ministry or the like or in any court) regarding Borrowers' ownership of any of the Collateral, their right to register the same, or to keep and maintain the same, except for such abandonment, determination or dedication which is permitted under subparagraph (a) above.

(c) Borrowers will take all necessary steps, including, without limitation, in any proceeding before any governmental office, agency, ministry or the like in any country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the Collateral, including, without limitation, filing of applications for renewal, affidavits of use, affidavits of

incontestability and opposition, interference and cancellation proceedings (except to the extent that dedication, abandonment or invalidation is permitted under subparagraphs (a) and (b) above) or as set forth in Schedule 1.

(d) In the event that any of the Collateral is infringed, misappropriated or diluted by a third party, Borrowers shall provide reasonably prompt notice to Lenders and take such action as Borrowers shall reasonably deem appropriate under the circumstances, which may include suit for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution to protect such Collateral.

(e) At their option, Lenders may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral, may place and pay for insurance on the Collateral upon failure by Borrowers to provide insurance satisfactory to the Lenders. Borrowers agree to reimburse Lenders on demand for any payment reasonably made and any expense incurred by Lenders pursuant to the foregoing authorization. Subject to Lenders' rights under the Loan Agreements, until an Event of Default occurs and after expiration of any applicable grace or cure period and an acceleration of the loans, Borrowers may have possession of the Collateral and use it in any lawful manner not inconsistent with this Agreement.

12. **Notice.** All notices or other communications hereunder shall be given in the manner and to the addresses provided in the Loan Agreements.

13. **Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

14. **No Waiver; Cumulative Remedies.** The Lenders shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by the Lenders, and then only to the extent therein set forth. A waiver by the Lenders of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Lender would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of the Lenders any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law or in the Loan Agreements or any other agreements between the parties.

15. **Waivers; Amendments.** None of the terms and provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing executed by the parties hereto.

16. **Limitations by Law.** All rights, remedies and powers provided in this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law which may be controlling and are limited to the extent

necessary so that they will not render this Agreement invalid, unenforceable in whole or in part or not entitled to be recorded, registered or filed under the provisions of any applicable law.

17. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and nothing herein or in the Loan Agreements or any other collateral security document is intended or shall be construed to give any other person any right, remedy or claim under, to or in respect of this Agreement, the Loan Agreements or any other collateral security document. This Agreement may be signed in separate counterparts.

18. **Termination and Reassignment.** The Lenders agree that upon the termination or expiration of the Loan Agreements, termination of any obligations of Lenders to make loans to or issue letters of credit for Borrowers and the payment and performance in full of all Debt, the Lenders will promptly execute documents releasing the liens, security interests and charges created hereby and to reassign Lenders' interest in the collateral to Borrowers, without warranty, representation or guaranty of any nature or kind.

19. **Applicable Law.** Unless the Lenders' interests in any Collateral are necessarily subject to the law of another jurisdiction or country, this Agreement shall be governed by, and be construed and interpreted in accordance with, the internal laws (and not the laws of conflict) of the State of Michigan.

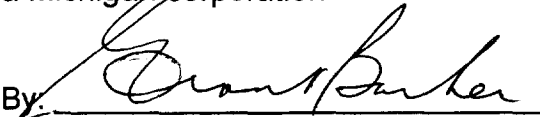
20. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties relating to the subject matter of this Agreement, and may only be amended or modified in writing signed by all parties.

21. **GMAC/BC as Agent.** Borrowers acknowledge that Servicing Agent is entering into this Agreement for itself and as collateral agent for all Lenders and that each Lender is entitled to any and all rights and privileges granted to Servicing Agent under this Agreement and is entitled to enforce any obligations of Borrowers under this Agreement as if all Lenders were themselves a party to this Agreement.

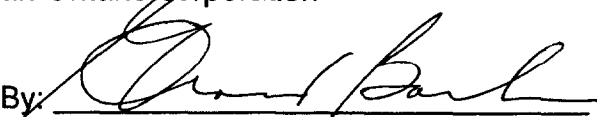
22. **Waiver Of Jury Trial.** THE LENDERS AND THE BORROWERS, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED INSTRUMENT OR AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF ANY OF THEM. NEITHER THE LENDERS NOR THE BORROWERS SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY EITHER THE LENDERS OR THE BORROWERS EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY BOTH OF THEM.

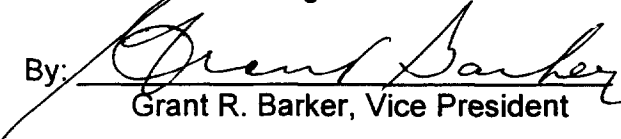
TDS AUTOMOTIVE U.S., INC.,  
a Michigan corporation

By:   
Grant R. Barker, Vice President

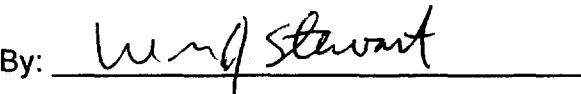
TDS AUTOMOTIVE CANADA, INC.,  
an Ontario corporation

By:   
Grant R. Barker, Vice President

MACKIE AUTOMOTIVE SYSTEMS  
(U.K.) LIMITED, a company organized  
under the laws of England

By:   
Grant R. Barker, Vice President

GMAC BUSINESS CREDIT, LLC, a  
Delaware limited liability company, for  
itself and as collateral agent for GMAC  
Commercial Credit Limited and General  
Motors Acceptance Corporation of  
Canada Limited

By:   
Name: WILLIAM J. STEWART  
Title: PVP

\*\*\*\*\*

DET\_CV459419.1

SCHEDULE 1

**U.S. TRADEMARKS**

Owner	Serial No.	Trademark Name:	Registration Date/Number	Description	Status
TDS Automotive Canada, Inc. (acquired from Mackie Automotive Holdings, Inc.)	75-603245	Tier Zero	12/15/98 75-603245	Words only	Active

**CANADIAN TRADEMARKS**

Owner	Application No.	Trademark Name:	Application Date	Description	Status
TDS Automotive Canada, Inc. (acquired from Mackie Automotive Holdings, Inc.)	881701	Tier Zero	6/17/98	Words only	Active

\*\*\*\*\*

**U. S. PATENTS**

None

**COPYRIGHTS**

None