

07-10-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RE



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102150129

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

7-10-02

1. Name of conveying party(ies): TUFFY ASSOCIATES CORP. CAR-X ASSOCIATES CORP. 07/10/02

- 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: 07/02/2002

2. Name and address of receiving party(ies) Name: THE HUNTINGTON NATIONAL BANK Internal Address: Street Address: 300 MADISON AVENUE City: TOLEDO State: OH Zip: 43604

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State U.S. Other

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) (SEE EXHIBIT 1 ATTACHED)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: KENNETH C. BAKER, ESQ. Internal Address: Street Address: ONE SEAGATE, 24TH FLR. City: TOLEDO State: OH Zip: 43604

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41): \$ 315.00 Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature: KENNETH C. BAKER Name of Person Signing

Signature

07/9/2002 Date

6

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

07/10/2002 GT0N11 00000163 1444476

01 FC:481 02 FC:482

40.00 OP 275.00 OP

TRADEMARK REEL: 002541 FRAME: 0208

EXHIBIT 1

TRADEMARKS

CAR-X MARKS

1. "CAR X CARES" (Stylized)
U.S. Trademark Registration No. 1444476 Exp. Date: 6/23/07
2. "CAR-X"
U.S. Trademark Registration No. 1003042 Exp. Date: 1/28/05
3. "CARX" (Stylized)
U.S. Trademark Registration No. 995481 Exp. Date: 10/8/04

TUFFY MARKS

1. "Tuffy" -
U.S. Trademark Registration No. 922,985 Exp. Date: 08/25/11
2. "Tuffy" and design
U.S. Trademark Registration No. 1,090,273 Exp. Date: 05/02/08
3. "Tuffy Auto Service Centers" and design
U.S. Trademark Registration No. 1,599,906 Exp. Date: 06/05/10
4. "We Do It Right. We Do It Right Away"
U.S. Trademark Registration No. 1,579,453 Exp. Date: 01/23/10
5. "That's A Tuffy"
U.S. Trademark Registration No. 2,392,868 Exp. Date: 10/10/10
6. "Tuffy Does It Right"
U.S. Trademark Registration No. 1,886,333 Exp. Date: 03/28/05
7. "Tuffy Lube"
U.S. Trademark Registration No. 1,934,247 Exp. Date: 01/07/05
8. "Tuffy"
U.S. Trademark Registration No. 1,498,949 Exp. Date 02/0/08
9. "Tuffy"
U.S. Trademark Registration No. 1,491,523 Exp. Date 07/06/08

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is made as of July 2, 2002 by Tuffy Associates Corp., a Delaware corporation, and Car-X Associates Corp., a Delaware corporation (collectively, "Grantor") in favor of The Huntington National Bank (the "Bank"), as parties to the Credit Agreement (as hereinafter defined);

W I T N E S S E T H:

WHEREAS, Grantor and the Bank are parties to the Credit and Security Agreement of even date herewith (as amended, modified or supplemented, the "Credit Agreement") , pursuant to which the Bank has agreed to extend credit to Grantor on the terms and subject to the conditions set forth therein; and

WHEREAS, as a condition precedent to extending credit under the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Bank a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Liabilities.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Bank, as follows:

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

SECTION II. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Liabilities, the Grantor does hereby mortgage, pledge and hypothecate to the Bank, and grant to the Bank a security interest in, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

A. all trademarks, trade names, corporate names, company names, trade styles, service marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, (all of the foregoing items in this clause (A) being collectively called a "Trademark") , including without limitation, those referred to in Exhibit 1 hereto;

B. all Trademark licenses;

C. all renewals, reissues, continuations, extensions or the like of any copyrights, trademarks, service marks and like protection, including, without limitation, those obtained or permissible under past, present and future laws and statutes of any of the items described in clauses (A) and (B);

D. the entire goodwill of the businesses of the Grantor connected with and symbolized by the Trademarks, service marks, trade names and the other general intangibles of the Grantor and symbolized by the items described in clauses (A) and (B);

E. all rights of action on account of past, present and future unauthorized use of any said copyrights, trademarks or service marks and for infringement of said copyrights, trademarks or service marks and like protection, including any Trademark, Trademark registration or Trademark license referred to on Exhibit 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license; and

F. the right to file and prosecute applications for copyrights, and for registration of trademarks and service marks on any of said copyrights, trademarks, service marks or for similar intellectual property in the United States or any other country or place anywhere in the world.

SECTION III. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Bank in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Bank under the Credit Agreement. The Credit Agreement (and all rights and remedies of the Bank hereunder) shall remain in full force and effect in accordance with its terms.

SECTION IV. Release of Security Interest. Upon payment in full of all Liabilities and the termination of the revolving credit facility under the Credit Agreement, the Bank shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

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

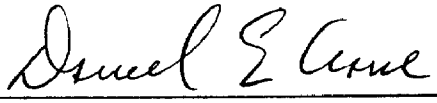
SECTION VI. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit

Agreement. Nothing in this Agreement requires Grantor to maintain the registration of or assert any Trademark.


SECTION VII. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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.

THE HUNTINGTON NATIONAL BANK

By: 
Daniel E. Crane, its Vice President

TUFFY ASSOCIATES CORP., a Delaware corporation

By: 
Keenan V. Moran, its President

CAR-X ASSOCIATES CORP., a Delaware corporation


By: 
Keenan V. Moran, its President

EXHIBIT 1

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CAR-X MARKS

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U.S. Trademark Registration No. 995481 Exp. Date: 10/8/04

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1. "Tuffy" -
U.S. Trademark Registration No. 922,985 Exp. Date: 08/25/11
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7. "Tuffy Lube"
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8. "Tuffy"
U.S. Trademark Registration No. 1,498,949 Exp. Date 02/0/08
9. "Tuffy"
U.S. Trademark Registration No. 1,491,523 Exp. Date 07/06/08

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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1. Name of conveying party(ies):

TUFFY ASSOCIATES CORP.
CAR-X ASSOCIATES CORP.

- Individual(s)
- General Partnership
- Corporation-State DE
- Other _____
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 07/02/2002

2. Name and address of receiving party(ies)

Name: THE HUNTINGTON NATIONAL BANK

Internal

Address: _____

Street Address: 300 MADISON AVENUE

City: TOLEDO State: OH Zip: 43604

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State U.S.
- Other _____

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) _____

(SEE EXHIBIT 1 ATTACHED)

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Street Address: ONE SEAGATE, 24TH FLR.

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7. Total fee (37 CFR 3.41).....\$ 315.00

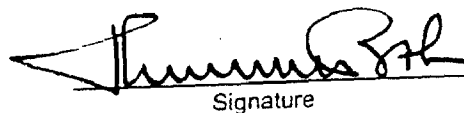
- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

KENNETH C. BAKER
Name of Person Signing


Signature

07/ 9 /2002

Date

6

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

Mail documents to be recorded with required cover sheet information to:
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C. all renewals, reissues, continuations, extensions or the like of any copyrights, trademarks, service marks and like protection, including, without limitation, those obtained or permissible under past, present and future laws and statutes of any of the items described in clauses (A) and (B);

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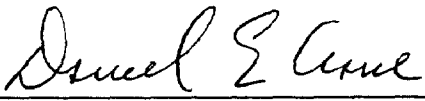
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EASTMAN & SMITH LTD.

ATTORNEYS AT LAW
Established 1844

FRANK D. JACOBS
PATRICK J. JOHNSON
JAMES F. NOONEY
BRUCE L. SMITH
MORTON BOBOWICK
HENRY N. HEUERMAN
JOHN H. BOGGS
JOHN T. LANDWEHR*
DAVID L. KUHL
RICHARD T. SARGEANT
KENNETH C. BAKER
ROBERT J. GILMER, JR.
PETER R. CASEY, III
DAVID F. COOPER
RUDOLPH A. PECKINPAUGH, JR.
RONALD J. TICE
THOMAS A. DIXON
GARY M. HARDEN

BARRY W. FISSEL
JOHN D. WILLEY, JR.
JOSEPH A. GREGG
ROGER F. KLEE
STUART J. GOLDBERG
THOMAS J. GIBNEY*
STEVEN D. REINBOLT*
DIRK P. PLESSNER
JAMES L. ROGERS*
DAVID W. NUNN
DAVID C. KROCK
ALBIN BAUER, II*
PEGGY MATTIMOE STURGEON
LANE D. WILLIAMSON
MICHAEL W. REGNIER*
KEVIN D. DEVANEY
BENNETT H. SPEYER
AMY J. BORMAN*

www.eastsmith.com

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P.O. BOX 10032
TOLEDO, OHIO 43699-0032

TOLEDO OFFICE:
ONE SEAGATE, 24TH FLOOR
TOLEDO, OHIO 43604
TELEPHONE: (419) 241-6000
FAX: (419) 247-1777

COLUMBUS OFFICE:
100 E. BROAD ST., SUITE 1400
COLUMBUS, OHIO 43215
TELEPHONE: (614) 460-3556
FAX: (614) 460-3609

MARCUS J. BRUBAKER
MATTHEW D. HARPER*
TIMOTHY C. KUHLMAN
M. CHARLES COLLINS
MARK H. BOSS*
KATHARINE T. TALBOTT*
MICHAEL P. HENRY
MIMI TARINI^
GRAHAM A. BLUHM
SCOTT D. NEWSOM
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TIMOTHY J. SEMRO*
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KIMBERLY S. BAKER
FADI VICTOR NAHHAS
GENE R. ABERCROMBIE
HEIDI N. EISCHEN
DEREK C. SCHLAGETER
TRACY B. SELIS
CARRIE L. SPONSELLER

OF COUNSEL:
HOWARD M. FRIEDMAN
DAVID M. JONES

ALSO ADMITTED IN:
*Michigan *Florida

WRITER'S DIRECT DIAL (419) 247-1685

July 8, 2002

Commissioner of Patents & Trademarks
Box Assignments
Washington, D.C. 20231

Re: Trademark Recordation
Tuffy Associates Corp.
Car-X Associates Corp.
Our File No.: H250/164368

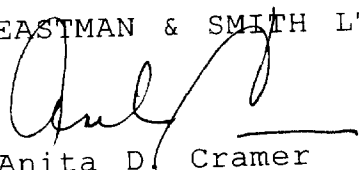
Dear Sir or Madam:

Enclosed find the Trademark Recordation Form to be filed on behalf of our client. Please process the enclosed registration form with attachments. Please provide confirmation of the filing by returning a file-stamped copy of the registration in the self-addressed stamped envelope provided. Our Firm's check in the amount of \$315.00 has been enclosed to cover the requisite filing fees.

Thank you in advance for your assistance in expediting the above request. If I can answer any questions concerning this filing, please contact me directly at (419) 247-1685.

Very truly yours,

EASTMAN & SMITH LTD.


Anita D. Cramer

ADC/pln
Enclosure

h:\home\common\floats\adc\record Tuffy trademark

RECORDED: 07/10/2002

TRADEMARK
REEL: 002541 FRAME: 0220