

07-24-2002



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U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

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

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

**Cooperative Computing, 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: June 11, 2002

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

Name: JPMorgan Chase Bank, as Administrative Agent

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

Street Address: P.O. Box 2558City: 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)

76/364,747 ; 76/311,798 ; 76/310,845 ; 76/372,531  
76/374,499 ; 76/374,550 ; 76/374,551

## B. Trademark Registration No.(s)

2,303,068 ; 2,329,082Additional numbers attached? ☐ Yes ☒ No

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

Name: Robyn Rahbar, Esq.Internal Address: Simpson Thacher & BartlettStreet Address: 425 Lexington AvenueCity: New York State: NY ZIP: 100176. Total number of applications and registrations involved: 9

## 7. Total fee (37 CFR 3.41): ..... \$240.00

- ☐ Enclosed  
☒ Authorized to be charged to credit card

## 8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

## 9. Signature.

Robyn Rahbar, Esq.

Name of Person Signing: 00000164 76364747Robyn Rahbar

Signature

7/23/02

Date

01 FC:481

02 FC:482

40.00 OP  
200.00 OP

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

5Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20231TRADEMARK  
REEL: 2548 FRAME: 0885

CONDITIONAL ASSIGNMENT OF AND  
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS ("Conditional Assignment"), dated as of June 11, 2002, is made by Cooperative Computing, Inc., a Delaware corporation (the "Company"), in favor of JPMorgan Chase Bank (formerly known as The Chase Manhattan Bank), as administrative agent (the "Agent") for the banks and other financial institutions (the "Lenders") parties to the Credit Agreement, dated as of February 27, 1997, as amended and restated as of February 10, 1998 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Company, Cooperative Computing Holding Company, Inc., as Guarantor, the Lenders and the Agent.

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 Company upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Company has executed and delivered a Guarantee and Collateral Agreement, dated as of February 27, 1997, as amended and restated as of February 10, 1998 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Company and each other Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in the Intellectual Property, which includes (as set forth in the Guarantee and Collateral Agreement) all Trademarks and Trademark Licenses "in which such Grantor now has or at any time in the future may acquire any right, title or interest";

WHEREAS, after execution of the Credit Agreement, additional Trademarks and Trademark Licenses (including those set forth on Schedule A hereto) have been acquired by the Company and/or other Grantors; and

WHEREAS, pursuant to the foregoing, the Company has duly authorized the execution, delivery and performance of this Conditional Assignment;

NOW THEREFORE, for good and valuable consideration (including that set forth in the Credit Agreement), the receipt of which is hereby acknowledged, and as part of the Company's obligations that it undertook to induce the Lenders to make Loans and other financial accommodations to the Company pursuant to the Credit Agreement, the Company agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Conditional Assignment, including its preamble and

Trademark Assignment

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**TRADEMARK  
REEL: 2548 FRAME: 0886**

recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

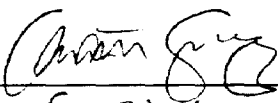
SECTION 2. Conditional Assignment and Grant of Security Interest. The Company hereby pledges, and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks and Trademark Licenses listed on Schedule A hereto, to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Conditional Assignment has been executed and delivered by the Company for the purpose of recording the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby have been granted as a supplement to, and not in limitation of, the security interest granted to the Lenders under the Guarantee and Collateral Agreement. 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 Company does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks and Trademark Licenses 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.

IN WITNESS WHEREOF, the Company has caused this Conditional Assignment to be duly executed and delivered by its appropriate officer thereunto duly authorized as of the day and year first above written.

COOPERATIVE COMPUTING, INC.

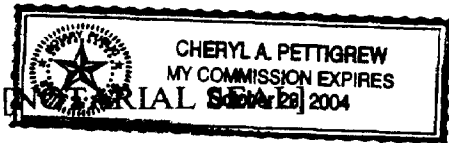
By:   
 Name: Christopher Spitz  
 Title: VP

Trademark Assignment

STATE OF Texas )  
 )ss  
COUNTY OF Tarrant )

On the 21<sup>st</sup> day of June, 2002, before me personally came  
Christopher Speltz who is personally known to me to be the  
Vice President of Cooperative Computing Inc., a  
Delaware corporation; who, being duly sworn, did depose and say that he is the  
Vice President in such corporation, the corporation described in and  
which executed the foregoing instrument; that he executed and delivered said instrument  
pursuant to authority given by the Board of Directors of such corporation; and that he  
acknowledged said instrument to be the free act and deed of said corporation.

Cheryl A. Pettigrew  
Notary Public



Trademark Assignment

## TRADEMARKS AND TRADEMARK LICENSES

**PENDING TRADEMARK AND  
SERVICE MARK APPLICATIONS**

<u>Trademark or Service Mark</u>	<u>Application No.</u>	<u>Application Date</u>
A-DIS	76/364747	01/30/02
Triad Prism & Design	76/311798	09/12/01
MarketPace	76/310845	09/10/01
Checkmate	76/372531	02/19/02
LaborExpert	76/374499	02/21/02
J-CON	76/374550	02/21/02
RepairSource	76/374551	02/21/02
iAutoparts.com	2,303,068	12/21/99
iAutoparts.com	2,329,082	03/14/00

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