

08-09-2002



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

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): ATC Distribution Group, Inc.

MRD 8-9-02

- Individual(s) Association General Partnership Limited Partnership Corporation-State 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: 08/02/2002

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as Agent

Internal

Address:

Street Address: 500 West Monroe Street

City: Chicago State: IL Zip: 60661

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware 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) 75-904724, 75-904206

B. Trademark Registration No.(s) 1744939, 1744938

Additional number(s) attached Yes No

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

Name: Goldberg Kohn et al.

Internal Address: Elizabeth Kostiuik

Street Address: 55 East Monroe Street

Suite 3700

City: Chicago State: IL Zip: 60603

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41) \$ 115.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Elizabeth Kostiuik, Paralegal Name of Person Signing

Signature

August 8, 2002

Date

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

08/09/2002 TDIAZ1 00000128 75904724

01 FC:481 02 FC:482

40.00 OP 75.00 OP

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

TRADEMARK REEL: 002558 FRAME: 0250

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 2, 2002, by ATC DISTRIBUTION GROUP, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for the Senior Lenders, the Junior Lenders, the Canadian Agent and Canadian Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the other Persons named therein as Borrowers, the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrowers;

WHEREAS, pursuant to the Canadian Credit Agreement, Canadian Lenders have agreed to make certain loans to, and to make certain other credit accommodations in favor of, King-O-Matic, a wholly-owned subsidiary of Grantor;

WHEREAS, in order to induce Canadian Agent and Canadian Lenders to enter into the Canadian Credit Agreement and the other Canadian Loan Documents, and to induce Canadian Lenders to make the loans and other credit accommodations contemplated thereby, Grantor has executed a certain Guaranty of even date herewith in favor of Canadian Agent and Canadian Lenders to guaranty payment and performance of the "Obligations", as such term is defined in the Canadian Credit Agreement;

WHEREAS, to further induce Canadian Agent and Canadian Lenders to enter into the Canadian Credit Agreement and the other Canadian Loan Documents, and to further induce Canadian Lenders to make the loans and other credit accommodations contemplated thereby, Grantor has agreed to grant a continuing Lien on the Collateral to secure the "Guaranteed Obligations", as such term is defined in the Canadian Guaranty (herein, the "Canadian Obligations");

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, and Canadian Agent and Canadian Lenders are willing to make the Loans and other credit accommodations under the Canadian Credit Agreement but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of the Senior Lenders, the Junior Lenders and Canadian Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of the Senior Lenders, the Junior Lenders and Canadian Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANTS OF SECURITY INTERESTS IN TRADEMARK COLLATERAL.

(a) Grant of Security Interest to Secure the Senior Obligations. To secure the Senior Obligations, Grantor hereby grants to Agent, on behalf of itself and the Senior Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(i) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(ii) all reissues, continuations or extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(iv) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

(b) Grant of Security Interest to Secure the Junior Obligations. To secure the Junior Obligations, Grantor hereby grants to Agent, on behalf of itself and the Junior Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the Trademark Collateral, whether presently existing or hereafter created or acquired.

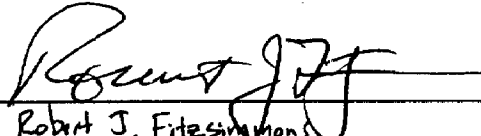
(c) Grant of Security Interest to Secure the Canadian Obligations. To secure the Canadian Obligations, Grantor hereby grants to Agent, on behalf of itself, Canadian Agent and the Canadian Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the Trademark Collateral, whether presently existing or hereafter created or acquired.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself, the Senior Lenders, the Junior Lenders, the Canadian Agent and Canadian Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

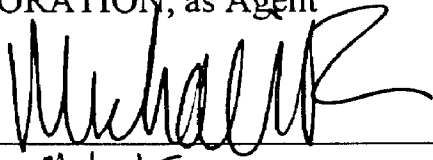
IN WITNESS WHEREOF, Grantor has caused this Copyright Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ATC DISTRIBUTION GROUP, INC.

By 
Name Robert J. Fitzsimmons
Title V.P.

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By 
Name Michael Fine

Its Duly Authorized Signatory

**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date of Registration</u>
TM	1744939	01/09/92
TRANS MART	1744938	12/31/91

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Serial No.</u>	<u>Date of Filing</u>
ALL AUTOMATIC TRANSMISSION PARTS	75-904724	01/28/00
ALL TRANSMISSION PARTS	75-904206	01/27/00

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
None		