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To the Honorable Commissioner of P

102415457

attached original documents or copy thereof.

Name of conveying party(ies): 2003 APR -7 PM 2-21

Dealers Wholesale, Inc.

FINANCE SECTION

4-7-03

Individual(s) Association
General Partnership Limited Partnership

X Corporation-State DE

Other _____

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

Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Assignment for Security

Execution Date: March 27, 2003

2. Name and address of receiving party(ies)

Name: BANK ONE, NA, as Agent

Internal Address: _____

Street Address: 120 S. LaSalle St.

City: Chicago State: IL ZIP: 60603

Individual(s) citizenship _____
 Association NATIONAL ASSOCIATION
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 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

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41).....\$ 290.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

04/09/2003 BTOM11 00000036 76072058

DO NOT USE THIS SPACE

01 FC:8521

40.00 OP

02 FC:8522

250.00 OP

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.

Laura Konrath

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 11

Continuation
Item 4

TRADEMARK SECURITY ASSIGNMENT SCHEDULE

Dealers Wholesale, Inc.

MARK	COUNTRY	APPL. # FILING DATE	REG. No. REG. DATE	STATUS	OWNER/ASSIGNEE
EVERGARD	CANADA	1009937 03/25/99	TMA547083 06/22/01	REGISTERED	Dealers Wholesale, Inc.
PWLAND DESIGN	CANADA	1105944 06/15/01		PUBLISHED 02/26/03	Dealers Wholesale, Inc.
RAVIN	CANADA	1072198 08/29/00	TMA564910 07/18/02	REGISTERED	Dealers Wholesale, Inc.
CARKEEPER	USA	76/072058 06/16/00	2,564,486 04/23/02	REGISTERED	Dealers Wholesale, Inc.
CARKEEPER (STYLIZED)	USA	73/275041 08/21/80	1175064 10/27/81	RENEWED 08/15/01	Dealers Wholesale, Inc.
RAVIN TUNER SERIES	CANADA	114719000 07/22/02		PENDING	Dealers Wholesale, Inc.
EVERGARD	USA	75/690886 04/26/99	2448284 05/01/01	REGISTERED	Dealers Wholesale, Inc.
EVERGARD	USA	75/690882 04/26/99		REGISTERED	Dealers Wholesale, Inc.
EVERGARD	USA	75/690884 04/26/99	2528042 01/08/02	REGISTERED	Dealers Wholesale, Inc.
EVERGARD	USA	75/690885 04/26/99		PUBLISHED 08/08/00	Dealers Wholesale, Inc.
EVERGARD	USA	75/689713 04/22/99	2332594 03/21/00	REGISTERED	Dealers Wholesale, Inc.
EVERGARD	USA	75/690881 04/26/99	2478442 08/14/01	REGISTERED	Dealers Wholesale, Inc.
PWLAND DESIGN	USA	76/223306 03/09/01		PUBLISHED 02/19/02; OPPOSITION PENDING 06/05/02	Dealers Wholesale, Inc.
RAVIN	USA	76/092855 07/20/00	2514677 12/04/01	REGISTERED	Dealers Wholesale, Inc.
RAVIN TUNER SERIES	USA	76/419958 06/13/02		WILL PUBLISH 04/01/03	Dealers Wholesale, Inc.

ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, Dealers Wholesale, Inc., a Delaware corporation, (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule "A", which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Loan and Security Agreement, dated March 21, 2003 (as amended, restated or modified from time to time, the "Loan and Security Agreement" capitalized terms used herein and not defined herein shall have their meanings as set forth in the Loan and Security Agreement), with Bank One, NA, as the arranger and administrative agent for certain lenders (the "Lenders") under the Loan and Security Agreement (in such capacity the "Assignee");

WHEREAS, pursuant to the Loan and Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of Assignee and each of the Lenders a continuing security interest in all right, title and interest of the Assignor in all then-existing and thereafter acquired trademarks and service marks and the applications and registrations thereof, including without limitation the Trademarks and related registrations and applications set forth on Schedule "A" attached hereto (collectively, the "Collateral"), in order to secure the prompt repayment of the Obligations and the Guaranteed Obligations and the due performance and observance by Assignor of all of its other obligations from time to time existing in respect of the Loan and Security Agreement and all other Loan Documents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants (i) to the Assignee for the benefit of the Revolving Lenders, a continuing first priority security interest in the Collateral in order to secure the prompt repayment of the Revolver Obligations, the Guaranteed Revolver Obligations and the due performance and observance by Assignor of all of its other obligations from time to time existing in respect of the Loan and Security Agreement and all other Loan Documents, and (ii) to the Assignee for the benefit of the Term Loan Lenders, a continuing second priority security interest in the Collateral in order to secure the prompt repayment of the Term Loan Obligations, the Guaranteed Term Loan Obligations and the due performance and observance by Assignor of all of its other obligations from time to time existing in respect of the Loan and Security Agreement and all other Loan Documents. The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of March 27, 2003.

DEALERS WHOLESAL, INC.

By: W G
Name: William Guzik
Title: Senior VP

CERTIFICATE OF ACKNOWLEDGMENT

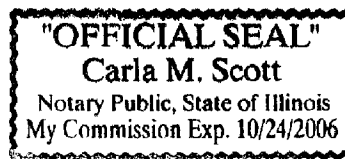
STATE OF Illinois
COUNTY OF Cook

ss.:

On this 27 day of March 2003, before me, the undersigned, personally appeared William Guzik, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[NOTARY SEAL]

Carla M. Scott



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