

04-23-2003

Form PTO-1594

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(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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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):

Dealers Wholesale, Inc. 4-8-03

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Delaware
☐ 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: March 27, 2003

2. Name and address of receiving party(ies)

Name: U.S. Bank National Association

Internal

Address: _____

Street Address: 225 Asylum Street, 23rd Fl.

City: Hartford State: CT Zip: 06103

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other Bank

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)

75/690882

B. Trademark Registration No.(s)

2,564,486

Additional number(s) attached ☒ Yes ☐ No

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

Name: Niki Wolfe

Internal Address: Choate, Hall & Stewart

Exchange Place

Street Address: 53 State Street

City: Boston State: MA Zip: 02109

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:

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

9. 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.

Jessica Lappin

Name of Person Signing

Signature

4/7/03

Date

Total number of pages including cover sheet, attachments, and document: 5

04/22/2003 EDOOPER 00000196 75690882

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

01 FC:8521
02 FC:852240.00 OP
250.00 OPTRADEMARK
REEL: 002716 FRAME: 0448

ASSIGNMENT FOR SECURITY

TRADEMARKS

This Assignment for Security is made as of March 27, 2003 by Dealers Wholesale, Inc., a Delaware corporation (the "Assignor") in favor of U.S. Bank National Association, as Collateral Agent for the Noteholders referred to below (the "Assignee").

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").

The Assignor is a party to a Note, Guaranty and Security Agreement dated as of March 27, 2003 (as amended, restated, supplemented or otherwise modified from time to time, the "Note Agreement") by and among the Assignor, Midas, Inc., a Delaware corporation, and each of its other Subsidiaries party thereto and, on the other hand, the financial institutions party thereto as Noteholders (collectively the "Noteholders") and the Assignee.

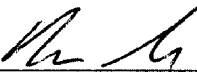
Pursuant to the Note Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of Assignee and each of the Noteholders a continuing security interest in all right, title and interest of the Assignor in all then-existing and thereafter acquired trademarks and service 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 "Trademark Collateral") to secure the prompt repayment of the Obligations and the Guaranteed Obligations (each defined in the Note Agreement and collectively the "Secured Obligations") and the due performance and observance by Assignor of all of its other obligations from time to time existing in respect of the Notes, the Note Agreement and all other Note 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 to the Assignee for the benefit of the Noteholders, a continuing first priority security interest in the Trademark Collateral in order to secure the prompt repayment of the Secured Obligations and the due performance and observance by Assignor of all of its other obligations from time to time existing in respect of the Notes, the Note Agreement and all other Note Documents.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Trademark Collateral are more fully set forth in the Note Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. Capitalized terms used herein and not defined herein shall have their meanings as set forth in the Note Agreement.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first above written.

DEALERS WHOLESALE, INC.

By: 
Name: William M. Guzik
Title: Senior Vice President

CERTIFICATE OF ACKNOWLEDGMENT

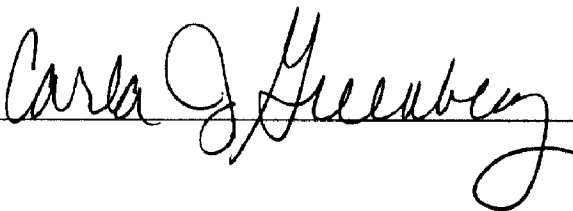
STATE OF Illinois

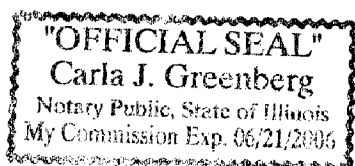
ss.:

COUNTY OF Cook

On this 27th day of March 2003, before me, the undersigned, personally appeared William M. 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]





Schedule "A"

TRADEMARK SECURITY ASSIGNMENT SCHEDULE

Dealers Wholesale, Inc.

MARK	COUNTRY	APPL. # FILING DATE	REG. No. REG. DATE	STATUS	OWNER/ASSIGNEE
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.
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.
PWI AND 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.

APPLICATION NUMBERS:

75/690885

76/223306

76/419958

REGISTRATION NUMBERS:

1175064

2448284

2528042

2332594

2478442

2514677