

FORM PTO-1594
(Rev. 8-93)RECORDATION FORM COVER SHEET
TRADEMARKS ONLYU.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

Atty Docket No. 48687.285559

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

1. Name of conveying party(ies):

Greenleaf Auto Recyclers, LLC

- ☐ Individuals(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other - Delaware Limited Liability Company

Additional names(s) of conveying party(ies) attached ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: September 23, 2003

2. Name and address of receiving party(ies)

Name: **Chatham Investment Fund I, LLC**Internal Address: **Suite 270**Street Address: **100 Galleria Parkway**City: **Atlanta** State: **GA** Zip: **30339**

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No N/AAdditional names(s) & address(es) attached? ☐ Yes ☒ No

4. Application numbers(s) or patent numbers(s):

A. Trademark Application No.(s): **78/049084; 78/049093;
78/049092; 78/049091; 78/049090; 78/049089; 78/049088;
78/049087; 78/049105; 78/049103; 78/049101; 78/049107;
78/049098; 78/049097; 78/049094; 78/049106; 78/083991**

Additional numbers attached? ☐ Yes ☒ No

B. Trademark Registration No.(s)

2,698,747; 2,714,606; 2,678,738

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

Name: **William H. Brewster**Internal Address: **Kilpatrick Stockton LLP**Street Address: **1100 Peachtree St., Suite 2800**City: **Atlanta** State: **GA** Zip: **30309**6. Total number of applications and registrations involved: **20**7. Total fee (37 CFR 3.41).....\$ **515.00**☐ Enclosed☒ Authorized to be charged to deposit account

The Commissioner is authorized to charge any deficiency in the required fee or credit any over payment to Deposit Account No. 11-0860.

8. Deposit account number:

11-0860**DO NOT USE THIS SPACE**

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.

Valetta A. Northcutt

Name of Person Signing

Signature

Date

9/26/03Total number of pages including cover sheet, attachments, and document: **8**

CH \$515.00 110860 78049084

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 23, 2003, is made by **GREENLEAF AUTO RECYCLERS, LLC**, a Delaware limited liability company ("Grantor"), in favor of **CHATHAM INVESTMENT FUND I, LLC**, a Delaware limited liability company, individually and in its capacity as Agent for Lenders ("Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 4, 2003, by and among Grantor, Agent, the Persons named therein as Credit Parties, and the Persons signatory from time to time as Lenders (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent has agreed, subject to certain terms and conditions, to make Loans to the Grantor; and

WHEREAS, in order to induce Agent and Lenders to enter into the Credit Agreement and the other Loan Documents and to induce Lenders to make Loans as provided for in the Credit Agreement, Grantor has agreed to grant a continuing Lien on the Intellectual Property Collateral (as hereinafter defined) to secure the Obligations.

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 the Credit Agreement or in that certain Borrower Security Agreement dated as of June 4, 2003 by and among Grantor and Agent (the "Security Agreement"), as applicable.

2. **GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL**. To secure the complete and timely payment of all the Obligations of Grantor now or hereafter existing from time to time, Grantor hereby pledges and grants to Agent, for itself and for the benefit of 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 "Intellectual Property Collateral"):

(a) all of its Patents, Patent Applications and Patent Licenses to which it is a party, including those referred to on Schedule I hereto;

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

(c) all of its Copyrights, Copyright Applications and Copyright Licenses to which it is a party, including those referred to on Schedule I hereto;

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

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

(f) 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 Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. **REPRESENTATIONS AND WARRANTIES.** Grantor represents and warrants that Grantor does not have any interest in, or title to, any Patent, Trademark or registered Copyright except as set forth in Schedule I. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Agent, for itself and the benefit of Lenders, in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all agents of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements all action necessary or desirable to protect and perfect Agent's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. **COVENANTS.** Grantor covenants and agrees with Agent that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Grantor shall notify Agent immediately if it knows or has reason to know that any application or registration relating to any material Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any material Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Agent prior written notice thereof, and, upon request of Agent, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Agent) to evidence Agent's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or requested by Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings unless the Grantor shall determine that such Patent or Trademark is not material to the conduct of its business.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Agent promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Agent shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

5. **SECURITY AGREEMENT.** The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Agent 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 Intellectual Property 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.

6. **REINSTATEMENT.** This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any agent or agents or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. **NOTICES.** Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.

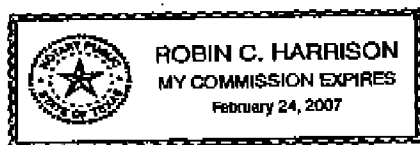
8. **TERMINATION OF THIS SECURITY AGREEMENT.** Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

[next page is signature page]

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

GREENLEAF AUTO RECYCLERS, LLC, a
Delaware limited liability company, as Grantor

By: Thomas E. Larson
Tom Larson, Chief Financial Officer



Sworn to and subscribed before me this
11th day of September, 2003:

Robin C. Harrison
Notary Public

ACCEPTED AND ACKNOWLEDGED BY:

CHATHAM INVESTMENT FUND I, LLC,
a Delaware limited liability company, as Agent

By: Chatham Management, LLC
its Manager

By: _____
Carol Langendorfer
Principal

Sworn to and subscribed before me this
___ day of August, 2003:

Notary Public

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

GREENLEAF AUTO RECYCLERS, LLC, a
Delaware limited liability company, as Grantor

By: _____
Brian Nerney
Vice President

Sworn to and subscribed before me this
____ day of September, 2003:

Notary Public

ACCEPTED AND ACKNOWLEDGED BY:

CHATHAM INVESTMENT FUND I, LLC,
a Delaware limited liability company, as Agent

By: Chatham Management, LLC
its Manager

By: Carol Langendorfer
Carol Langendorfer
Principal

Sworn to and subscribed before me this
23rd day of September, 2003:

Auralee Fudwell
Notary Public

Notary Public Cobb County Georgia
My Commission Expires July 20th 2007

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

None

II. PATENT APPLICATIONS

None

III. PATENT LICENSES

None

IV. TRADEMARK REGISTRATIONS

TMID	Trademark	Country	Registered Owner	Int'l Class	App No/ App Date	Reg No/ Reg Date	Status	Next Renewal
018190	GREENLEAF	USA	GreenLeaf Auto Recyclers, LLC	7	78/049084 19-Feb-2001		ALL	
018198	GREENLEAF	USA	GreenLeaf Auto Recyclers, LLC	42	78/049093 19-Feb-2001		PEN	
018197	GREENLEAF	USA	GreenLeaf Auto Recyclers, LLC	41	78/049092 19-Feb-2001		PEN	
018196	GREENLEAF	USA	GreenLeaf Auto Recyclers, LLC	40	78/049091 19-Feb-2001		PEN	
018195	GREENLEAF	USA	GreenLeaf Auto Recyclers, LLC	39	78/049090 19-Feb-2001		PEN	
018194	GREENLEAF	USA	GreenLeaf Auto Recyclers, LLC	37	78/049089 19-Feb-2001		PEN	
018193	GREENLEAF	USA	GreenLeaf Auto Recyclers, LLC	35	78/049088 19-Feb-2001		PEN	
018191	GREENLEAF	USA	GreenLeaf Auto Recyclers, LLC	9	78/049085 19-Feb-2001	2698747/18-Mar-2003	REG	
018192	GREENLEAF	USA	GreenLeaf Auto Recyclers, LLC	7, 12	78/049087 19-Feb-2001		ALL	
018205	GREENLEAF and Design	USA	GreenLeaf Auto Recyclers, LLC	40	78/049105 19-Feb-2001		PEN	
018204	GREENLEAF and Design	USA	GreenLeaf Auto Recyclers, LLC	39	78/049103 19-Feb-2001		ALL	
018203	GREENLEAF and Design	USA	GreenLeaf Auto Recyclers, LLC	37	78/049101 19-Feb-2001		ALL	
018207	GREENLEAF and Design	USA	GreenLeaf Auto Recyclers, LLC	42	78/049107 19-Feb-2001		PEN	
018202	GREENLEAF and Design	USA	GreenLeaf Auto Recyclers, LLC	35	78/049098 19-Feb-2001		PEN	
018201	GREENLEAF and Design	USA	GreenLeaf Auto Recyclers, LLC	7, 12	78/049097 19-Feb-2001		ALL	
018200	GREENLEAF and Design	USA	GreenLeaf Auto Recyclers, LLC	9	78/049096 19-Feb-2001	2714606/06-May-2003	REG	

018199	GREENLEAF and Design	USA	GreenLeaf Auto Recyclers, LLC	7	78/049094 19-Feb-2001		PEN
018206	GREENLEAF and Design	USA	GreenLeaf Auto Recyclers, LLC	41	78/049106 19-Feb-2001		ALL
200036	PREMIUM and Design	USA	GreenLeaf Auto Recyclers, LLC	12	78/083991 14-Sep-2001		ALL
018668	QUALITY RECYCLED AUTO PARTS DELIVERED. AS PROMISED	USA	GreenLeaf Auto Recyclers, LLC	39	76/121107 01-Sep-2000	2678738/21-Jan-2003	REG

STATUS KEY:
ALL = Notice of Allowance Mailed
PEN = Registration Currently Pending
REG = Trademark Currently Registered

VII. COPYRIGHT REGISTRATIONS

None

VIII. COPYRIGHT APPLICATIONS

None

IX. COPYRIGHT LICENSES

None

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September 26, 2003

direct dial 404 815 6170
VNorthcutt@KilpatrickStockton.com

FAX

RECIPIENT/ PHONE NO.	FAX NO.	COMPANY/ CITY, STATE, COUNTRY
Assignment Division	703-306-5995	U.S. Patent & Trademark Office Arlington, VA

Val Northcutt, Trademark Paralegal
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