

05-12-2003



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TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

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

1. Name of conveying party(ies):

Dealer Tire, LLC

5-7-03

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: 04/29/2003

2. Name and address of receiving party(ies)

Name: National City Bank

Internal

Address:

Street Address: 1900 East 9th Street

City: Cleveland, State: OH Zip: 441

- 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) 76/005369

B. Trademark Registration No.(s) 2611985

2668011, 2506786

Additional number(s) attached  Yes  No

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

Name: Monica Verma

Internal Address: Baker & Hostetler LLP

Street Address: 3200 National City Center

1900 East 9th Street

City: Cleveland State: OH Zip: 44114

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:

02-0396

DO NOT USE THIS SPACE

9. Signature.

Heidi L. Bauders

Name of Person Signing

*Heidi L. Bauders*

Signature

May 7, 2003

Date

Total number of pages including cover sheet, attachments, and document: 7

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

05/12/2003 6TON11 00000020 020396 76005369  
01 FC:8521 40.00 CH  
02 FC:8522 75.00 CH

TRADEMARK  
REEL: 002729 FRAME: 0858

# TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement"), dated as of April 29, 2003, is between Dealer Tire, LLC, a Delaware limited liability company (the "Borrower"), and National City Bank (the "Bank").

Borrower and Bank hereby agree as follows:

## SECTION 1. Definitions; Interpretation.

(a) Terms Defined in Credit Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Credit Agreement" means that certain Credit and Security Agreement, dated as of the date hereof, between Borrower and Bank.

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of Ohio.

## SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Debt, Borrower hereby grants to Bank a security interest in, and a mortgage upon, all of Borrower's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Borrower now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all state, federal, common law and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all domain names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Borrower connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intangible intellectual or other similar property of Borrower of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Bank is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Continuing Security Interest. Borrower agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. Supplement to Credit Agreement. This Agreement has been entered into in conjunction with the security interests granted to Bank under the Credit Agreement or other security documents referred to therein. The rights and remedies of Bank with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties. Borrower represents and warrants to Bank that a true and correct list of all of the existing Collateral owned by Borrower, in whole or in part, is set forth in Schedule A.

SECTION 5. Further Acts. On a continuing basis, Borrower shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Bank to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Borrower's compliance with this Agreement or to enable Bank to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Bank may record this Agreement, an abstract thereof, or any other document describing Bank's interest in the Collateral with the PTO, at the expense of Borrower. In addition, Borrower authorizes Bank to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Bank.

SECTION 6. Authorization to Supplement. If Borrower shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Borrower shall give prompt notice in writing to Bank with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Borrower's obligations under this Section 6, Borrower authorizes Bank to modify this Agreement by amending Schedule A to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Bank's continuing security interest in all Collateral, whether or not listed on Schedule A.

SECTION 7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Borrower, Bank and their respective successors and assigns. Borrower may

not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Credit Agreement.

SECTION 8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Ohio, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Ohio.

SECTION 9. Entire Agreement; Amendment. This Agreement and the Credit Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Credit Agreement. Notwithstanding the foregoing, Bank unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Credit Agreement, the provision giving Bank greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Bank under the Credit Agreement.

SECTION 10. Termination. Upon payment and performance in full of all Debt, the security interests created by this Agreement shall terminate and Bank (at Borrower's expense) shall promptly execute and deliver to Borrower such documents and instruments reasonably requested by Borrower as shall be necessary to evidence termination of all such security interests given by Borrower to Bank hereunder, including cancellation of this Agreement by written notice from Bank to the PTO.


SECTION 11. No Inconsistent Requirements. Borrower acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Borrower agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 12. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

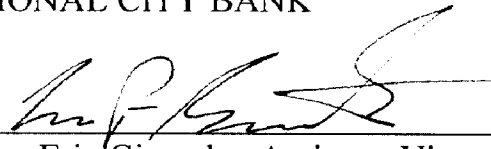
SECTION 13. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Credit Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

DEALER TIRE, LLC

By:   
\_\_\_\_\_  
Scott Mueller, Chief Executive Officer

NATIONAL CITY BANK


By:   
\_\_\_\_\_  
Eric Giesecke, Assistant Vice  
President

**SCHEDULE A**  
**to the Trademark Security Agreement**

U.S. Trademarks of Borrower

<u>Registration No.</u>	<u>Registration Date</u>	<u>Record Owner</u>	<u>Mark</u>
2,611,985	August 27, 2002	Dealer Tire, LLC	In Motion

U.S. Servicemarks of Borrower

<u>Registration No.</u> (Serial No.)	<u>Registration Date</u> (Filing Date)	<u>Record Owner</u>	<u>Mark</u>
2,668,011	December 31, 2002	Dealer Tire, LLC	DEALER TIRE & design  
2,506,786	November 13, 2001	Dealer Tire, LLC	DISCOVER THE POWER OF A LOYAL CUSTOMER
76/005,369 (pending)	March 21, 2000 (pending)	Dealer Tire, LLC	DEALERTIRE.COM

Domain Names

acuratire.com  
acuratire.net  
auditire.com  
auditire.net  
benztire.com  
benztire.net  
bmwtire.com  
bmwtire.net  
buicktire.com  
buicktire.net  
cadillactire.com  
cadillactire.net  
chevroletetire.com  
chevroletetire.net