

RECORDED

06-24-2003

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To the Honorable Commissioner

102480337

To record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

JPMorgan Chase Bank, as Administrative Agent  
270 Park Avenue  
NY, NY 10017

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation-State:  
☒ Other Financial Institution

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

## 3. Nature of conveyances:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Release of Security Interest in Trademarks

Execution Date: June 12, 2003

## 2. Name and address of receiving party(ies):

Name: FleetPride, Inc.

Internal Address: \_\_\_\_\_

Street Address: 8708 Technology Forest Place, Ste. 125City: The Woodlands State: TX ZIP: 77381

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State Alabama  
☐ 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.(s)

SEE ATTACHED SCHEDULE A

## B. Trademark registration No.(s)

SEE ATTACHED SCHEDULE A

Additional numbers attached? ☐ Yes ☒ No

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

Name: Federal Research Corporation

Internal Address: \_\_\_\_\_

Street Address: 400 Seventh Avenue, N.W., Suite 101City: Washington State: DC ZIP: 20004

## 6. Total number of applications and registrations involved: \_\_\_\_\_

2

## 7. Total fee (37 CFR 3.41): \_\_\_\_\_

- ☐ Enclosed  
☐ Authorized to be charged to deposit account

## 8. Deposit account number: \_\_\_\_\_

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

06/25/2003 6TON11 00000042 1927363

DO NOT USE THIS SPACE

01 FC:0521 40.00 DP  
02 FC:0522 25.00 DP

## 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*Stephen Brecher, Esq.

Name of Person Signing

Signature

June 20, 2003

Date

Total number of pages including coversheet, attachments and document: \_\_\_\_\_

4

Mail documents to be recorded with required coversheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231TRADEMARK  
REEL: 002761 FRAME: 0938

Exhibit A

Patents

None.

Trademarks

Trademark	Registration Number	Date Filed	Reel/Frame
Alco	1,927,383	May 13, 1994	2009/0750
Fleet Pride and Design	1,903,023	May 6, 1994	2009/0750

Copyrights

Assignor has not registered any copyrights but claims any common law copyright applicable to matters published by it, including but not limited to, reports to investors, news releases, product brochures and data sheets, labels, packaging material, and product designs.

## RELEASE

Reference is made to (i) that certain Credit Agreement dated as of September 30, 1999 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") among FleetPride Corporation (*formerly known as* City Truck Holdings, Inc.), a Delaware corporation ("**Holdings**"), FleetPride, Inc. (*formerly known as* HDA Parts System, Inc.), an Alabama corporation (the "**Borrower**"), the several banks and other financial institutions or entities from time to time parties to the Credit Agreement (the "**Lenders**"), First Union National Bank, as documentation agent, Credit Suisse First Boston, as syndication agent, Chase Securities Inc., as advisor, lead arranger and book manager, and JP Morgan Chase Bank (*formerly known as* The Chase Manhattan Bank), as administrative agent (in such capacity, the "**Assignee**") and (ii) that certain Guarantee and Collateral Agreement dated as of September 30, 1999 (as amended, restated, supplemented or otherwise modified from time to time, the "**Collateral Agreement**") made by Holdings, the Borrower, Fleetpride, Inc. (now known as FleetPride, Inc. or the Borrower) (the "**Assignor**") and certain of the Borrower's other subsidiaries in favor of the Assignee. Unless otherwise defined herein, capitalized terms shall have the meanings set forth in the Collateral Agreement.

The Assignee unconditionally releases, without recourse and without any representation or warranty of any kind, all of the Assignee's right, title and interest in and to all of Assignor's Intellectual Property, including, without limitation:

(a) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to in attached Exhibit A, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to in Exhibit A, and (iii) all rights to obtain any reissues or extensions of the foregoing (collectively, "**Patents**");

(b) all agreements, whether written or oral, providing for the grant by any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in attached Exhibit A;

(c) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in attached Exhibit A, and (ii) the right to obtain all renewals thereof (collectively, "**Trademarks**");

(d) any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Exhibit A;

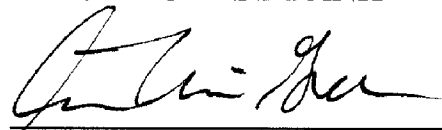
(e) (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including, without limitation, those listed on Exhibit A), all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, and (ii) the right to obtain any renewals thereof (collectively, "***Copyrights***");

(f) any written agreement naming any Grantor as licensor or licensee (including, without limitation, those listed in Exhibit A), granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright.

[Remainder of page intentionally left blank.]


Dated as of June 12 2003.

JP MORGAN CHASE BANK

By:   
Name:  
Title:

STATE OF NEW YORK            )  
  )  
COUNTY OF NEW YORK        )

The foregoing Release was acknowledged before me this 12 day of June 2003, by Anna Marie Green the Managing Director of JP Morgan Chase Bank, on behalf of such association.

  
Notary Public

My commission expires: \_\_\_\_\_

**ARLENE N. GIBBS**  
**Notary Public, State of New York**  
**No. 01616025531**  
**Qualified in Nassau County**  
**Commission Expires June 1, 20 07**