

07-15-2003



7-15-03
U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner o.

102496737

1 original documents or copy thereof.

1. Name of conveying party(ies):

Automotive Caliper Exchange
Incorporated

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State California
☐ 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: 7/10/03

2. Name and address of receiving party(ies)

Name: General Electric Capital
Internal Corporation

Address: _____

Street Address: 201 High Ridge Road

City: Stamford State: CT Zip: 06927-5100

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Delaware
☐ 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 No.(s) 75356650

B. Trademark Registration No.(s) 2,218,525

2,218,534

Additional number(s) attached ☐ Yes ☒ No

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

Name: Linda R. Kastner

Internal Address: c/o Latham & Watkins

Street Address: 233 S. Wacker Drive
Suite 5800

City: Chicago State: IL Zip: 60606

6. Total number of applications and
registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

9. Signature.

Linda R. Kastner

Name of Person Signing

Linda R. Kastner
Signature

7/14/03
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

07/16/2003 ECDPER 00000026 75356650

01 FC:8521
02 FC:8522

40.00 OP
50.00 OP

TRADEMARK
REEL: 002777 FRAME: 0065

JUNIOR TRADEMARK SECURITY AGREEMENT

JUNIOR TRADEMARK SECURITY AGREEMENT, dated as of July 12, 2003, by the Borrowers and Guarantors that are signatories hereto (collectively referred to herein as "Grantors" and individually as a "Grantor") in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Junior Agent for SCIL Lenders ("Junior Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of the date hereof by and among Grantors, the other Persons named therein as Credit Parties, Junior Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), SCIL Lenders have agreed to make certain Loans to Borrowers;

WHEREAS, those Grantors that are not Borrowers have guaranteed payment of the Obligations under the Credit Agreement;

WHEREAS, Junior Agent and SCIL Lenders are willing to make certain Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Junior Agent, for itself and the ratable benefit of SCIL Lenders, that certain Junior Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Junior Agent, for itself and the ratable benefit of SCIL Lenders, this Junior Trademark Security Agreement;

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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the payment of the SCIL Obligations, each Grantor hereby grants to Junior Agent, on behalf of itself and SCIL Lenders, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

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

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

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

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Junior Trademark Security Agreement are granted in conjunction with the security interests granted to Junior Agent, on behalf of itself and SCIL Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Junior Agent with respect to the security interest in the Trademark 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.

4. SUBORDINATION. The security interest granted hereunder to Junior Agent in favor of SCIL Lenders and the rights of such parties in respect thereof shall be subordinated to the Lien granted to Senior Agent for the benefit of Senior Lenders by Grantors pursuant to that certain Second Amended and Restated Trademark Security Agreement of even date herewith, and shall be subject in all respects to the terms of Section 8.4 of the Credit Agreement.

[Signature Pages Follow]

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

**AUTOMOTIVE CALIPER EXCHANGE
INCORPORATED**

By: Richard A. Clark
Name: RICHARD A. CLARK
Title: VP & CFO

OHIO CALIPER, INC.

By: Richard A. Clark
Name: Richard A. Clark
Title: VP & CFO

ARI HOLDINGS, INC.

By: Richard A. Clark
Name: Richard A. Clark
Title: VP & CFO

KLICKITAT, INC.

By: Richard A. Clark
Name: Richard A. Clark
Title: VP & CFO

NEW ABS FRICTION, INC.

By: Richard A. Clark
Name: Richard A. Clark
Title: VP & CFO

ATSCO PRODUCTS, INC.

By: Richard A. Clark
Name: Richard A. Clark
Title: VP & CFO

[Signature page to Junior Trademark Security Agreement]

AMERICAN REMANUFACTURERS, INC.

By: Richard A. Clark
Name: RICHARD A. CLARK
Title: VP + CFO

AMERICAN DRIVELINE, INC.

By: Richard A. Clark
Name: Richard A. Clark
Title: VP + CFO

NEW DRIVELINE, INC.

By: Richard A. Clark
Name: Richard A. Clark
Title: VP + CFO

CAR COMPONENT TECHNOLOGIES, INC.

By: Richard A. Clark
Name: Richard A. Clark
Title: VP + CFO

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL
CORPORATION**

By: [Signature]
Name: Luis Acosta
Title: Duly Authorized Signatory

[Signature page to Junior Trademark Security Agreement]

SCHEDULE I
to
JUNIOR TRADEMARK SECURITY AGREEMENT

ARI

1. Trademark Registration for ARI name, dated June 5, 2001, Registration No. 2,458,473.
2. Trademark Registration for ARI Logo, dated June 5, 2001, Registration No. 2,458,472.

HOLDINGS

None.

CCT

1. Trademark Registration for "CCT" without design, dated February 22, 2000, Registration No. 2,320,337.
2. Trademark Registration for "CCT", dated May 27, 1999 in Office of Secretary of State of New Hampshire.

ACEI

1. Trademark Registration for "ACEI" without design, dated January 19, 1999, Registration No. 2,218,525.
2. Application for Trademark Registration, filing receipt dated September 15, 1997 for "RoadProven" without design in United States Patent and Trademark Office, Application Serial No. 75/356650.
3. Non-Exclusive License Agreement, dated May 14, 1997, between ACEI and Aftermarket Technology Corp. ("ATC"), allowing a subsidiary of ATC to utilize ACEI's Front Wheel Drive Axle Catalog.
4. Agreement, dated October 17, 1996, between Neapco, Inc. and ACEI, for Neapco to purchase for its use on a non-exclusive basis ACEI's Front Wheel Drive Axle Catalog.

5. Trademark Registration for "ACEI" with design, dated January 19, 1999, Registration No. 2,218,534.
6. ACEI'S use of its unregistered trademark "SuperBrakes" in connection with its calipers program may potentially infringe or interfere with a registered trademark of another company. As of the Closing Date, ACEI has not received any oral or written communication from such company in connection with ACEI's use of the trademark "SuperBrakes."

KLICKITAT

None.

OCI

None.

NDL

None.

ADL

1. Trademark registration for "Herr", registration no. 1,778,541.

ATSCO

None.

NEW ABS FRICTION

None.