
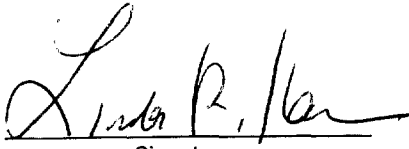


Form <b>PTO-1594</b> (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings $\Rightarrow \Rightarrow \Rightarrow$	<b>RE</b> <div style="font-size: 1.2em; font-weight: bold;">07-15-2003</div>  <div style="font-size: 1.2em; font-weight: bold;">102496741</div>	<div style="text-align: right; font-size: 1.2em; font-weight: bold;">7-15-03</div> U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents		
1. Name of conveying party(ies):  <b>American Remanufacturers, Inc.</b>  <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Individual(s)  <input type="checkbox"/> General Partnership  <input checked="" type="checkbox"/> Corporation-State <b>Delaware</b>  <input type="checkbox"/> Other _____         </div> <div> <input type="checkbox"/> Association  <input type="checkbox"/> Limited Partnership         </div> </div> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <b>General Electric Capital Corporation</b> Internal Address: _____ Street Address: <b>201 High Ridge Road</b> City: <b>Stamford</b> State: <b>CT</b> Zip: <b>06927-5100</b>  <div> <input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Corporation-State <b>Delaware</b>  <input type="checkbox"/> Other _____         </div> <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No          (Designations must be a separate document from assignment)          Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small>	
3. Nature of conveyance:  <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Assignment  <input checked="" type="checkbox"/> Security Agreement  <input type="checkbox"/> Other _____         </div> <div> <input type="checkbox"/> Merger  <input type="checkbox"/> Change of Name         </div> </div> Execution Date: <b>7/10/03</b>	4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <b>2,458,473</b> <div style="text-align: center; font-weight: bold; font-size: 1.1em;">2,458,472</div> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <b>Linda R. Kastner</b> Internal Address: <b>c/o Latham &amp; Watkins</b>  Street Address: <b>233 S. Wacker Drive Suite 5800</b>  City: <b>Chicago</b> State: <b>IL</b> Zip: <b>60606</b>	6. Total number of applications and registrations involved: <span style="border: 1px solid black; padding: 2px 5px;"><b>2</b></span>  7. Total fee (37 CFR 3.41).....\$ <b>65.00</b> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account _____  8. Deposit account number: _____	
DO NOT USE THIS SPACE		
9. Signature.  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> <b>Linda R. Kastner</b>            Name of Person Signing         </div> <div style="text-align: center;">             Signature         </div> <div style="text-align: center;"> <b>7/14/03</b>            Date         </div> </div> <div style="text-align: right; margin-top: 5px;">         Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px 5px;"><b>7</b></span> </div>		

07/16/2003 ECOOPER 00000021 2458473

01 FC:8521  
02 FC:8522

40.00 OP  
25.00 OP

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

TRADEMARK  
 REEL: 002777 FRAME: 0083

## **JUNIOR TRADEMARK SECURITY AGREEMENT**

JUNIOR TRADEMARK SECURITY AGREEMENT, dated as of July 10, 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 EVP + CFO

**OHIO CALIPER, INC.**

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

**ARI HOLDINGS, INC.**

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

**KLICKITAT, INC.**

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

**NEW ABS FRICTION, INC.**

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

**ATSCO PRODUCTS, INC.**

By: Richard A Clark  
Name: Richard A. Clark  
Title EVP + 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: Juan Acosta  
Name: Juan 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.