

07-15-2003



102495782

To the Honorable Commissioner of Patents and Trademarks: Please return 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:

DO NOT USE THIS SPACE

9. Signature.

Linda R. Kastner
Name of Person Signing

Signature

Date

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

07/16/2003 ECOOPER 00000022 75356650

01 FC:8521
02 FC:8522

40.00 DP
50.00 DP

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

**SECOND AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT**

SECOND AMENDED AND RESTATED 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 Senior Agent for Senior Lenders ("Senior Agent").

W I T N E S S E T H:

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, Senior Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Senior Lenders have agreed to make certain Loans and to incur Letter of Credit Obligations for the benefit of Borrowers;

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

WHEREAS, Senior Agent and Senior Lenders are willing to make certain Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Senior Agent, for itself and the ratable benefit of Senior Lenders, that certain Second Amended and Restated 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 Senior Agent, for itself and the ratable benefit of Senior Lenders, this Second Amended and Restated 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 Senior Obligations, each Grantor hereby grants to Senior Agent, on behalf of itself and Senior Lenders, a continuing first priority 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;

IN WITNESS WHEREOF, each Grantor has caused this Second Amended and Restated 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

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: Luis Arista
Name: Luis Arista
Title: Duly Authorized Signatory

[Signature page to Second Amended and Restated Trademark Security Agreement]

TRADEMARK
REEL: 002777 FRAME: 0177

SCHEDULE I
to
SECOND AMENDED AND RESTATED
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.

BOSTON
BRUSSELS
CHICAGO
FRANKFURT
HAMBURG
HONG KONG
LONDON
LOS ANGELES
MILAN
MOSCOW
NEW JERSEY

Latham & Watkins

ATTORNEYS AT LAW
WWW.LW.COM

NEW YORK
NORTHERN VIRGINIA
ORANGE COUNTY
PARIS
SAN DIEGO
SAN FRANCISCO
SILICON VALLEY
SINGAPORE
TOKYO
WASHINGTON, D.C.

July 15, 2003

FILE NO. 025646-0018

FILE NO.

BY HAND DELIVERY

The Honorable Commissioner of Patents
and Trademarks
United States Patent and Trademark Office
2011 Jefferson Davis Highway
Arlington, VA 22202
Attn: Box Assignments

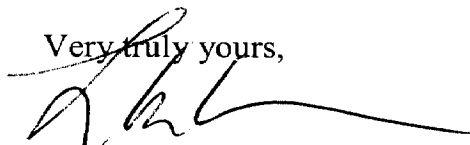
Re: Automotive Caliper Exchange Incorporated et al/General Electric Capital
Corporation, as Agent

Dear Sir or Madam:

Enclosed for immediate recording with your office on Tuesday, July 15, 2003,
please find the Second Amended and Restated Trademark Security Agreement by and between
the above-referenced entities, together with the required recordation cover sheet and filing fee of
\$90.00.

Please file the document immediately and send me a recorded copy, stamped
with a reel and page number to my attention, at your earliest convenience. Should you have any
questions, please call me at (312) 876-7628.

Very truly yours,



Linda R. Kastner
Senior Legal Assistant

Enclosures