

08-08-2003

0.003

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇌ ⇌ ⇌ ▼

REC

T



102519710

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

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

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

Meineke Car Care Centers, Inc.

- ☐ Individual(s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☒ Corporation-State NE  
☐ 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: 08/05/2003

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

Name: Antares Capital Corporation, as Agent

Internal

Address: Suite 6400Street Address: 311 South Wacker DriveCity: Chicago State: IL Zip: 60606

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State DE  
☐ 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) See attachedB. Trademark Registration No.(s) See attachedAdditional number(s) attached ☒ Yes ☐ No

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

Name: Penelope Johnson

Internal A

Suite 1

Federal Research Company, LLC  
 1030 15th Street, NW, Suite 920  
 Washington, DC 20005

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

6. Total number of applications and registrations involved: 227. Total fee (37 CFR 3.41).....\$ 565.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

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

DO NOT USE THIS SPACE

## 9. Signature.

Penelope Johnson

Name of Person Signing

Penelope Johnson  
 Signature

08/05/2003

Date

Total number of pages including cover sheet, attachments, and document: 8

08/11/2003 6TON11 00000020 1042467

01 FC:8521  
 02 FC:8522

40.00 DP  
 525.00 DP

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

TRADEMARK  
 REEL: 002796 FRAME: 0980

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
Meineke and Design	1,042,467	09/17/1973
Mine-A-Key & Design	1,191,431	12/08/1981
Everlast & Design	1,206,108	02/02/1981
Meineke	1,207,483	12/22/1980
Meineke (lower case)	1,207,490	01/30/1981
Meineke & Design	1,215,262	02/03/1982
Meineke	1,241,466	02/03/1982
Meineke & Design	1,268,145	12/22/1980
Meineke Discount Mufflers & Design	1,268,264	02/17/1981
Meineke Discount Mufflers Say Mine-A-Key & Design	1,268,265	01/30/1981
Everlast & Design	1,283,288	05/27/1983
Meineke	1,434,915	07/31/1986
Meineke (lower case)	1,610,116	07/24/1989
Meineke	1,620,331	10/10/1989
Meineke Discount Mufflers	2,022,824	08/15/1994
At Meineke You're Not Gonna Pay A Lot... But You'll Get A Lot	2,034,755	08/15/1994
Meineke	1,965,214	11/14/1994
Meineke	1,970,877	08/15/1994

FOREIGN TRADEMARK REGISTRATIONS

NONE

U.S. TRADEMARK APPLICATIONS

<u>MARK</u>	<u>NUMBER</u>	<u>DATE</u>
Meineke Express	75/912,752	02/08/2000
M. Key	78/091,270	11/01/2001
Meineke University	76/419,512	06/11/2002
M. Key Meineke Business System	76/359,910	01/16/2002

60198816.3

Trademark Security Agreement – Meineke Car Care Centers, Inc.

**TRADEMARK**  
**REEL: 002796 FRAME: 0981**

## TRADEMARK SECURITY AGREEMENT

**WHEREAS, MEINEKE CAR CARE CENTERS, INC.**, a North Carolina corporation (“Grantor”), owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto; and

**WHEREAS**, Grantor, as a Borrower, has entered into a Credit Agreement dated as of August 5, 2003 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with Meineke Holding Company, a Delaware corporation (“Holdings”), Antares Capital Corporation, as Agent for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the “Lenders”), and as a Lender, Wachovia Bank, National Association, as Syndication Agent, Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services, Inc., and the CIT Group/Business Credit, Inc., as Co-Documentation Agents, and the other Lenders providing for extensions of credit and other financial accommodations to be made to Grantor and Holdings by Lenders; and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), between Grantor, Holdings and Agent (in such capacity, “Grantee”), Grantor has granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor’s Trademarks, and all proceeds thereof, to secure the payment of the “Liabilities” (as defined in the Security Agreement);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark

registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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.

*- Remainder of Page Intentionally Left Blank -*

*[Signature Page Follows]*

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 5<sup>th</sup> day of August, 2003.

MEINEKE CAR CARE CENTERS,  
INC., a North Carolina corporation

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Acknowledged:

ANTARES CAPITAL CORPORATION,  
a Delaware corporation, as Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Director

60198816.3

Trademark Security Agreement – Meineke Car Care Centers, Inc.

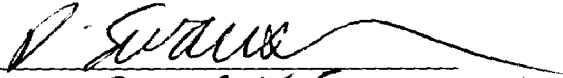
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 5<sup>th</sup> day of August, 2003.

**MEINEKE CAR CARE CENTERS,  
INC.**, a North Carolina corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged:

**ANTARES CAPITAL CORPORATION,**  
a Delaware corporation, as Agent

By:   
Name: DAVID K. SWANSON  
Title: \_\_\_\_\_ Director

60198816.3

Trademark Security Agreement – Meineke Car Care Centers, Inc.

**TRADEMARK**  
**REEL: 002796 FRAME: 0985**

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
Meineke and Design	1,042,467	09/17/1973
Mine-A-Key & Design	1,191,431	12/08/1981
Everlast & Design	1,206,108	02/02/1981
Meineke	1,207,483	12/22/1980
Meineke (lower case)	1,207,490	01/30/1981
Meineke & Design	1,215,262	02/03/1982
Meineke	1,241,466	02/03/1982
Meineke & Design	1,268,145	12/22/1980
Meineke Discount Mufflers & Design	1,268,264	02/17/1981
Meineke Discount Mufflers Say Mine-A-Key & Design	1,268,265	01/30/1981
Everlast & Design	1,283,288	05/27/1983
Meineke	1,434,915	07/31/1986
Meineke (lower case)	1,610,116	07/24/1989
Meineke	1,620,331	10/10/1989
Meineke Discount Mufflers	2,022,824	08/15/1994
At Meineke You're Not Gonna Pay A Lot... But You'll Get A Lot	2,034,755	08/15/1994
Meineke	1,965,214	11/14/1994
Meineke	1,970,877	08/15/1994

FOREIGN TRADEMARK REGISTRATIONS

NONE

U.S. TRADEMARK APPLICATIONS

<u>MARK</u>	<u>NUMBER</u>	<u>DATE</u>
Meineke Express	75/912,752	02/08/2000
M. Key	78/091,270	11/01/2001
Meineke University	76/419,512	06/11/2002
M. Key Meineke Business System	76/359,910	01/16/2002

FOREIGN TRADEMARK APPLICATIONS

NONE

TRADEMARK LICENSES

NONE

60198816.3

Trademark Security Agreement – Meineke Car Care Centers, Inc.