

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Parts Depot, Inc.		04/27/2004	CORPORATION: FLORIDA

RECEIVING PARTY DATA	
Name:	TD Capital Mezzanine Partners Management Ltd.
Street Address:	66 Wellington Street West
Internal Address:	TD Bank Tower
City:	Toronto
State/Country:	ONTARIO
Postal Code:	M5K 1A2
Entity Type:	CORPORATION: ONTARIO

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1845975	PARTS DEPOT

CORRESPONDENCE DATA	
Fax Number:	(212)682-0200
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	ejasie@torys.com
Correspondent Name:	Elisheva M. Jasie
Address Line 1:	237 Park Avenue
Address Line 4:	New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	30254-2018
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NAME OF SUBMITTER:	Elisheva M. Jasie
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Total Attachments: 11
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TRADEMARK SECURITY AGREEMENT

THIS AGREEMENT is made as of this ___ day of April 27 2004, between **PARTS DEPOT, INC.**, a Florida corporation having its principal place of business at 2177 Dale Avenue, SE, Roanoke, Virginia 24013 (the "Company"), and **TD CAPITAL MEZZANINE PARTNERS MANAGEMENT LTD.**, a corporation incorporated under the laws of the Province of Ontario, in its capacity as collateral and administrative agent, together with its successor and assigns, ("Agent") for various purchasers ("Purchasers"), whose address is 66 Wellington Street West, TD Bank Tower, 10th Floor, Toronto, Ontario M5K 1A2.

WITNESSETH:

WHEREAS, the Company desires to obtain loans from Agent and Purchasers pursuant to a certain Note Purchase and Security Agreement, dated as of the date hereof by and among the Company, Agent and Purchasers (hereinafter referred to, as amended, modified, renewed or extended, as the "Note Purchase Agreement"); and

WHEREAS, Agent and Purchasers are willing to make loans to the Company, pursuant to the Note Purchase Agreement, provided the Company executes this Agreement;

WHEREAS, the Company has contemporaneously herewith pursuant to the Note Purchase Agreement, granted to Agent a lien upon and security interest in the Company's now existing or hereafter acquired inventory, machinery, equipment, equipment formulations, manufacturing procedures, quality control procedures and product specifications relating to products sold under the Trademarks (as hereinafter defined);

NOW, THEREFORE, for Ten Dollars (\$10.00) and other valuable consideration, and in consideration of the premises, the Company hereby agrees with Agent and Purchaser as follows:

1. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to them in the Note Purchase Agreement.

2. To secure the payment and performance of the Obligations, the Company hereby pledges, assigns and grants to Agent, for the benefit of itself and Purchasers, a continuing security interest in and lien upon all of the following property of the Company, whether now owned or existing or hereafter acquired (the "Collateral"):

(a) all trademarks, trademark registrations, tradenames and trademark applications, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of the Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. The Company represents and warrants that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon filing of this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal and valid perfected lien upon and security interest in the Collateral (other than foreign trademarks), enforceable against the Company and all third Persons in accordance with its terms;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third person; and

(d) The Company has the unqualified right to enter into this Agreement and perform its terms.

4. The Company covenants and agrees that:

(a) Each of the Trademarks is valid and enforceable;

(b) The Company is the sole and exclusive owner of the entire right, title and interest in and to each of the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Company not to sue third Persons;

(c) The Company will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement, and will provide Agent quarterly with a certificate to that effect in the form attached and will not change such quality without Agent's prior written consent hereto as Exhibit 1 executed by an officer of the Company; and

(d) The Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office during the sixth year of registration for each Trademark as required by law.

5. The Company hereby grants to Agent and its employees and agents the right upon prior notice to the Company to visit the Company's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. The Company shall do any and all acts required by Agent to ensure the Company's compliance with paragraph 4(c) of this Agreement.

6. The Company agrees that, until all of the Obligations have been satisfied in full, it will not enter into any agreement (including, without limitation, any license agreement) which is inconsistent with the Company's duties under this Agreement.

7. If, before the Obligations have been satisfied in full, the Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and the Company shall give to Agent prompt notice thereof in writing.

8. The Company authorizes Agent to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications within the definition of Trademarks under paragraph 2 or paragraph 7 hereof.

9. Upon and at any time after the occurrence of an Event of Default (as defined in the Note Purchase Agreement), Agent shall have, in addition to all other rights and remedies given it by this Agreement, all rights and remedies under Applicable Law and all rights and remedies of a secured party under the Uniform Commercial Code as adopted and then in force in the State of New York. Without limiting the generality of the foregoing, Agent may immediately, without notice or demand, each of which the Company hereby waives, collect directly any payments due the Company in respect of the Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Collateral. The Company hereby agrees that ten (10) days written notice to the Company of any public or private sale or other disposition of any of the Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by Applicable Law. At any such sale or disposition, Agent may, to the extent permitted by law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of the Company, which right the Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Collateral all costs and expenses incurred by Agent in enforcing its rights hereunder (including, without limitation, all attorneys' fees), Agent shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as Agent in its sole discretion may determine. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Company. If any deficiency shall arise, the Company and each guarantor of the Obligations shall remain jointly and severally liable to Agent therefor.

10. The Company hereby makes, constitutes and appoints Agent and any officer or agent of Agent as Agent may select as the Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse the Company's name on all applications, documents, papers and instruments necessary for Agent to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to any other Person. The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all of the Obligations shall have been satisfied in full and the Note Purchase Agreement shall have been terminated.

11. At such time as all of the Obligations shall have been satisfied finally and in full and the Note Purchase Agreement shall have been terminated, Agent shall execute and deliver to the Company all releases and other instruments necessary to terminate Agent's security interest in the Collateral.

12. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining, or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by the Company (it being the intent of the Company and Agent that the Company shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid Agent, shall be paid by the Company **on demand** by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate prescribed in the Note Purchase Agreement.

13. The Company shall use its best efforts to detect any infringers of the Trademarks and shall notify Agent in writing of infringements detected. The Company shall have the duty, through counsel acceptable to Agent, to prosecute diligently any trademark application of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Agent to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by the Company. The Company shall not abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of Agent.

14. Notwithstanding anything to the contrary contained in paragraph 13 hereof, Agent shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license thereunder, in which event the Company shall at the request of Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Agent to aid such enforcement, and the Company shall promptly, **upon demand**, reimburse and indemnify Agent for all costs and expenses incurred in the exercise of Agent's rights under this paragraph 14. Nothing herein shall be deemed to prohibit the Company from bringing any such suit in its own name at any time that an Event of Default does not exist, if Agent declines to institute such suit.

15. If the Company fails to comply with any of its obligations hereunder, to the extent permitted by Applicable Law, Agent may do so in the Company's name or in Agent's name, but at the Company's expense, and the Company agrees to reimburse Agent and Purchasers in full for all expenses, including reasonable attorneys' fees, incurred by Agent or any Purchaser in prosecuting, defending or maintaining the Trademarks or Agent's interest therein pursuant to this Agreement.

16. No course of dealing between the Company and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Purchaser, any right, power or privilege hereunder or under the Note Purchase Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

17. All of Agent's and Purchaser's rights and remedies with respect to the Collateral, whether established hereby or by the Note Purchase Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

18. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

19. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.

20. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Agent and upon the successors of the Company. The Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Agent.

21. Notice of acceptance hereof is hereby waived by the Company.


22. This Agreement has been negotiated and shall be deemed to have been made in New York, New York. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

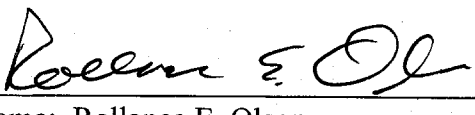
23. THE COMPANY AND PURCHASER EACH WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE COLLATERAL.

WITNESS the execution hereof under seal as of the day and year first above written.

ATTEST:

PARTS DEPOT, INC.

By: 
Name: Arthur H. Dunkin
Title: Treasurer, Chief Financial Officer
and Secretary

By: 
Name: Rollance E. Olson
Title: Chief Executive Officer

[CORPORATE SEAL]

TD CAPITAL MEZZANINE PARTNERS
MANAGEMENT LTD., ("Agent")

By: _____
Name:
Title:

By: _____
Name:
Title:

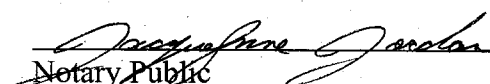
TRADEMARK

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STATE OF _____)
)
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____,
_____ of PARTS DEPOT, INC. to me known to be the person whose name is subscribed to
the foregoing instrument, and acknowledged to me that he executed the same for the purposes
and consideration therein expressed, in the capacity therein stated, and as the act and deed of said
corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this __ day of
_____, 2004.



Notary Public
My Commission Expires:

9-28-2007

[NOTARIAL SEAL]

WITNESS the execution hereof under seal as of the day and year first above written.

ATTEST:

PARTS DEPOT, INC.

By: _____
Name: Arthur H. Dunkin
Title: Treasurer, Chief Financial Officer
and Secretary

By: _____
Name: Rollance E. Olson
Title: Chief Executive Officer

[CORPORATE SEAL]

TD CAPITAL MEZZANINE PARTNERS
MANAGEMENT LTD., ("Agent")

By: _____
Name: Thomas Reshotko
Title: Managing Director

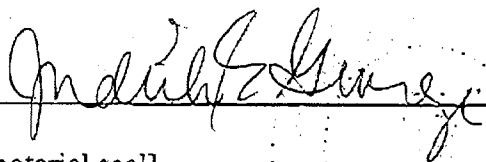
By: _____
Name: Paul Liebowitz
Title: Vice President

City of TORONTO)
)
 Province of ONTARIO)
)

BEFORE ME, the undersigned authority, on this day personally appeared Thomas Rashotte and Paul Liebovitz of TD CAPITAL MEZZANINE PARTNERS MANAGEMENT LTD., known to me to be the persons whose names are subscribed to the foregoing instrument (Trademark Security Agreement), and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacities therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 26th day of April, 2004.

My Commission is for life.



 [notarial seal]

Judith E. George
 Notary Public in and for the Province
 of Ontario, Canada.

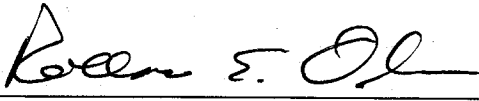
Exhibit 1

CERTIFICATE

The undersigned officer of **PARTS DEPOT, INC.** (the "Company"), DOES HEREBY CERTIFY to **TD CAPITAL MEZZANINE PARTNERS MANAGEMENT LTD.** ("Agent") that the quality of the products associated with the Trademarks listed on Schedule A of the Trademark Security Agreement dated as of April __, 2004, between the Company and Agent (as amended from time to time to include future trademarks and trademark applications) (the "Agreement"), has been maintained at a level consistent with the quality of such products at the time of the execution of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate, this __ day of April, 2004.

PARTS DEPOT, INC.

By: 

Name: Rellance Olson

Title: CEO

SCHEDULE A

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Parts Depot	1845975	July 19, 1994

<u>Trademark Applications</u>	<u>Serial Numbers</u>	<u>Application Date</u>
None		