

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Grant of Trademark Security Interest
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mitchell International, Inc.		08/11/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Goldman Sachs Credit Partners L.P., as Administrative Agent and Second Lien Collateral Agent
Street Address:	85 Broad Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	Unknown:

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Serial Number:	76423239	MITCHELL
Registration Number:	1777071	DECISION POINT
Registration Number:	2525450	EXPRESSREVIEW
Registration Number:	2537990	FIRSTESTIMATE
Registration Number:	2678485	INTOTAL
Registration Number:	2764559	INTOTAL
Registration Number:	1433781	KLM
Registration Number:	2550310	KNOWLEDGEPOINT
Registration Number:	2353042	MITCHELL REFINISHING MATERIALS CALCULATOR
Registration Number:	1289923	MITCHELLMATIX
Registration Number:	2550940	PARTSPOINT
Registration Number:	2464078	SHOPPAK
Registration Number:	2458464	THAT SETTLES IT
Registration Number:	2526051	TRUCKEST

CH \$690.00 76423239

Registration Number:	1980882	ULTRA MATE
Registration Number:	1851052	VALUE-MATE
Registration Number:	2597771	EM
Registration Number:	2672671	EMITCHELL.COM
Registration Number:	1680985	MITCHELL
Registration Number:	1374721	MITCHELL
Registration Number:	1683604	MITCHELL
Registration Number:	1900506	GLASSMATE
Registration Number:	2614472	GLASSMATE
Registration Number:	2742068	GLAZEMATE
Registration Number:	1211533	NAGS
Registration Number:	2804257	NAGS
Registration Number:	0277709	NATIONAL AUTO GLASS SPECIFICATIONS

CORRESPONDENCE DATA

Fax Number: (213)430-6407

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: gdurham@omm.com

Correspondent Name: Gina M. Durham, Esq.

Address Line 1: 400 South Hope Street

Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:

Gina M. Durham, Esq.

Total Attachments: 5

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GRANT OF TRADEMARK SECURITY INTEREST

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, DATED AS OF AUGUST 11, 2004 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), BY AND AMONG MITCHELL INTERNATIONAL, INC., A DELAWARE CORPORATION, AND WACHOVIA BANK, NATIONAL ASSOCIATION, AS FIRST LIEN COLLATERAL AGENT, AND GOLDMAN SACHS CREDIT PARTNERS L.P., AS SECOND LIEN COLLATERAL AGENT, AND CERTAIN OTHER PERSONS PARTY OR THAT MAY BECOME PARTY THERETO FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

WHEREAS, MITCHELL INTERNATIONAL, INC., a Delaware corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Mitchell International, Inc., a Delaware corporation ("**Company**"), has entered into a Credit and Guaranty Agreement dated as of August 11, 2004 (said Credit and Guaranty Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**," the terms defined therein and not otherwise defined herein being used herein as therein defined) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), Mitchell International Holdings, Inc., as Guarantor, Goldman Sachs Credit Partners L.P., as Co-Syndication Agent, Co-Lead Arranger and Sole Bookrunner, Wachovia Capital Markets, LLC, as Co-Lead Arranger, Wells Fargo Bank, National Association, as Documentation Agent, and Wachovia Bank, National Association, as Co-Syndication Agent and Administrative Agent and Collateral Agent for the Lenders (in such capacity, "**Secured Party**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more hedge agreements (collectively, the "**Hedge Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Hedge Agreements are entered into (in such capacity, collectively, "**Lender Counterparties**"); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of August 11, 2004 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein,

Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"); provided that trademarks, servicemarks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other sources and/or business identifiers and applications pertaining thereto considered to be work product performed for or acquired on behalf of customers of Grantor which have been assigned or are required to be assigned to such customer shall not be deemed Trademarks or Trademark Collateral; all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto); provided that registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries on behalf of or acquired on behalf of customers of Grantor or which have been assigned or are required to be assigned to such customer shall not be deemed Trademark Registrations or Trademark Collateral; all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall not be deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or

any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-406 or 9-408 of the UCC or any other applicable law (including the Bankruptcy Code) or principles of equity); provided that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 11th day of August, 2004.

MITCHELL INTERNATIONAL, INC.

By: 

Name: Alex Sun

Title: Executive Vice President and Chief
Financial Officer

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Registered Trademarks:

	<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
1.	Mitchell International, Inc.	Decision Point	06/15/1993	1,777,071
2.	Mitchell International, Inc.	Expresreview	01/01/2002	2,525,450
3.	Mitchell International, Inc.	Firstestimate	02/12/2002	2,537,990
4.	Mitchell International, Inc.	Intotal	01/21/2003	2,678,485
5.	Mitchell International, Inc.	Intotal	09/16/2003	2,764,559
6.	Mitchell International, Inc.	KLM	03/24/1987	1,433,781
7.	Mitchell International, Inc.	Knowledgepoint	03/19/2002	2,550,310
8.	Mitchell International, Inc.	Mitchell Refinishing Materials Calculator	05/30/2000	2,353,042
9.	Mitchell International, Inc.	Mitchellmatix	08/14/1984	1,289,923
10.	Mitchell International, Inc.	Partspoint	03/19/2002	2,550,940
11.	Mitchell International, Inc.	Shoppak	06/26/2001	2,464,078
12.	Mitchell International, Inc.	That Settles It	06/05/2001	2,458,464
13.	Mitchell International, Inc.	Truckest	01/01/2002	2,526,051
14.	Mitchell International, Inc.	Ultra Mate	06/18/1996	1,980,882
15.	Mitchell International, Inc.	Value Mate (stylized)	08/23/1994	1,851,052
16.	Mitchell International, Inc.	EM	07/23/2002	2,597,771
17.	Mitchell International, Inc.	Ermitchell.com	01/07/2003	2,672,671
18.	Mitchell International, Inc.	Mitchell	03/31/1992	1,680,985
19.	Mitchell International, Inc.	Mitchell	12/10/1985	1,374,721
20.	Mitchell International, Inc.	Mitchell (Design)	04/21/1992	1,683,604
21.	Mitchell International, Inc.	Glassmate	06/20/1995	1,900,506
22.	Mitchell International, Inc.	Glassmate	09/03/2002	2,614,472
23.	Mitchell International, Inc.	Glazemate	07/29/2003	2,742,068
24.	Mitchell International, Inc.	NAGS	10/05/1982	1,211,533
25.	Mitchell International, Inc.	NAGS	01/13/2004	2,804,257
26.	Mitchell International, Inc.	National Auto Glass Specifications	11/25/1930	0,277,709

Pending Trademark:

	<u>Applicant</u>	<u>Trademark Description</u>	<u>Serial Number</u>	<u>File Date</u>
1.	Mitchell International, Inc.	Mitchell	76/423,239	06/19/2002