

09-21-2004

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)



U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

REC

102776738

TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

Handwritten: 102776738

1. Name of conveying party(ies)/Execution Date(s):

LaSalle Bank National Association,
as Agent

- Individual(s)
- General Partnership
- Corporation-State
- Other National Banking Association
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Execution Date(s) September 17, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Trademarks
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: ProCare Automotive Service Solutions LLC

Internal Address: Suite 300

Street Address: 4401 Rockside Road

City: Independence

State: Ohio

Country: U.S.A. Zip: 44131

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,304,136

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

ProCare

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

Name: Linda R. Kastner

Internal Address: c/o Latham & Watkins
Suite 5800

Street Address: 233 S. Wacker Drive

City: Chicago

State: IL Zip: 60606

Phone Number: 312-876-7628

Fax Number: 312-993-9767

Email Address: _____

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature: Linda R. Kastner

Signature

September 20, 2004

Date

Linda R. Kastner

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

09/22/2004 MBETRACHE 00000034 1304136

40.00 DP
120.00 OP

01 FC:6521
02 FC:6523

RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of September 17, 2004 by LASALLE BANK NATIONAL ASSOCIATION, AS AGENT ("LASALLE").

WHEREAS, LASALLE and PROCARE AUTOMOTIVE SERVICE SOLUTIONS LLC (f/k/a Sullivan Acquisitions LLC), an Ohio limited liability company (the "Debtor"), entered into that certain Trademark Security Agreement, dated as of September 28, 1999 (the "Trademark Security Agreement") as amended by that certain Amendment to Trademark Security Agreement dated as of October 1, 1999 (the "Amendment to Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement granted LASALLE a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on Schedule A attached hereto as security for certain obligations of Debtor to LASALLE (the "Obligations");

WHEREAS, LASALLE recorded the Trademark Security Agreement on October 8, 1999 at Reel 1517, Frame 0942 in the United States Patent and Trademark Office and the Amendment to Trademark Security Agreement on June 5, 2000 at Reel 2082, Frame 0976; and

WHEREAS, Debtor has satisfied all of the Obligations and has requested that LASALLE release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LASALLE hereby agrees as follows:

LASALLE hereby fully releases and terminates its security interests in and liens on:

(a) all of Debtor's now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

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

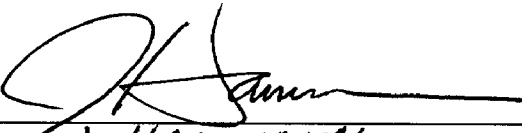
(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Debtor against third parties for infringement of the Trademarks or of any license with respect thereto.

LASALLE further agrees, at the sole cost and expense of Debtor, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

[Signature Page Follows]

IN WITNESS WHEREOF, LASALLE has caused this Release of Trademarks to be duly executed as of the day and year first above written.

LASALLE BANK NATIONAL ASSOCIATION,
AS AGENT

By: 
Name: J. HAUSMANN
Title: Commercial Bonding Offices

SCHEDULE A

TRADEMARK	COUNTRY	REG. NO.
PROCARE	U.S.A.	1,304,136