PAGE 02/06

08/29/2004 10:56

FORM PTO-1594

2027830598

FEDERAL RESEARCH COR 09/15/2004

RECORDANIAM SERVICE CHEET

PAGE 01/05

U.S. DEPARTMENT OF COMMERCE

TRADEIVARKS ONLY Table Honorable Commissioner of Patents and Trademarks: Please record the attached original focuments or 2. Name and address of receiving party (les): TruckPro, Inc. Name of conveying party(les): TruckPro, Inc. Name and address of receiving party (les): Name and	tent and Trademark Off
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or 1. Name of conveying party(ies): TruckPro, Inc. Name and address of receiving party	
1. Name of conveying party(ies): TruckPro, Inc. Name and address of receiving party Name: Menil Lynch Capital, a division of Menternal Francial Services, Inc. Name: Menil Lynch Capital, a division of Menternal Francial Services, Inc. Name: Menil Lynch Capital, a division of Menternal Francial Services, Inc. Name: Menil Lynch Capital, a division of Menternal Francial Services, Inc. Name: Menil Lynch Capital, a division of Menternal Francial Services, Inc. Name: Menil Lynch Capital, a division of Menternal Francial Services, Inc. Name: Menil Lynch Capital, a division of Menternal Menternal Francial Services, Inc. Name: Menil Lynch Capital, a division of Menternal Menil Lynch Capital, a division of Menternal Francial Services, Inc. Name: Menil Lynch Capital, a division of Menternal Menil Lynch Capital, a division of Menternal Francial Services, Inc. Name: Menil Lynch Capital, a division of Menternal Francial Services, Inc. Name: Menil Lynch Capital, a division of Menternal Menil Lynch Capital, a division of Menternal Francial Services, Inc. Name: Menil Lynch Capital, a division of Menternal Francial Services, Inc. Name: Menil Lynch Capital, a division of Menternal Francial Services, Inc. Name: Menil Lynch Capital, a division of Menternal Francial Services, Inc. Nature of Capital, a division of Menternal Francial Services, Inc. Nature of Capital, a division of Menternal Francial Services, Inc. Nature of Capital, a division of Menternal Francial Services, Inc. Chicago Street Address; 222 North LaSalle; 222 N	*
Name; Merrill Lynch Capital, a division of Minternal Financial Services, inc.	• -
□ General Partnership □ Limited Partnership □ City: Chicago State: □ City: Chicago State: □ Individual(s) citzenship □ Additional name(s) of conveying partylical attached? □ Yes ⊇ No □ Association □ Association □ Assignment □ Merger □ Security Agreement □ Change of Name □ Other □ Change of Name □ Change of Name □ Carporation is attached: □ Yes □ Corporation State □ Corporation State □ Change of Name □ Change is not domiciled in the United States, a designation is attached: □ Yes □ Corporation State □	leniii I ynch Business
Corporation-State DE Other Additional name(s) of conveying party(les) attached? □ Yes ☑ No City: Chicago State: □ Individual(s) citzenship Association Association 3. Nature of conveyance: □ General Partnership □ Limited Partnership □ Corporation State □ Change of Name □ Other □ Other □ Other □ Change of Name □ Change of Name □ Security Agreement □ Change of Name □ Other □ Other □ August 27, 2004 Additional name(s) & address(es) attached? □ Yes ☑ No □ Additional name(s) & address(es) attached? □ Yes ☑ No □ Additional name(s) & address(es) attached? □ Yes ☑ No □ Corporation State □ Change of Name □ Change of Name □ Change of Name □ Additional name(s) & address(es) attached? □ Yes ☑ No □ Corporation State □ Change of Name	Street
Additional name(s) of conveying party(ics) attached? □ Yes ⊇ No □ Association 3. Nature of conveyance: □ General Partnership □ Limited Partnership □ Limited Partnership □ Corporation State □ Assignment □ Merger □ Security Agreement □ Change of Name □ X Other □ a division of a Delaware Corporation is attached: □ Yes ⊇ No □ Additional name(s) & address(es) ettached? □ Yes ⊇ No □ Additional name(s) & address(es) ettached? □ Yes ⊇ No □ Additional name(s) & address(es) ettached? □ Yes ⊇ No □ Additional name(s) & address(es) ettached? □ Yes ⊇ No □ Additional name(s) & address(es) ettached? □ Yes ⊇ No □ Additional name(s) & address(es) ettached? □ Yes ⊇ No □ Additional name(s) & address(es) ettached? □ Yes ⊇ No □ Association □	Zip: <u>60601</u>
3. Nature of conveyance: Assignment Merger Security Agreement Other Change of Name K Other a division of a Delaware Conveyance is not domicited in the United States, a designation is attached: (Designation is attached: (Designation must be a separate document from Additional name(s) & address(es) ettached? Application number(s) or trademark A. Trademark Application No.(s) B. Trademark Registration	
☐ Assignment ☐ Merger ☐ Security Agreement ☐ Change of Name ☐ Other ☐ Change of Name ☐ X Other <u>a division of a Delaware Content of the United States, a designation is attached: ☐ Y (Designations must be a separate document from Additional name(s) & address(es) ettached? ☐ Y 4. Application number(s) or trademark ☐ Assignment ☐ Change of Name ☐ X Other <u>a division of a Delaware Content of the United States, a designation is attached: ☐ Y ☐ Additional name(s) & address(es) ettached? ☐ Y ☐ Additional name(s) & address(es) ettached? ☐ Y ☐ Assignment ☐ Change of Name ☐ Corporation State ☐ X Other <u>a division of a Delaware Content from Delaware C</u></u></u>	
Security Agreement Change of Name X Other a division of a Delaware Control of the United States, a designation is attached: (Designation must be a separate document from Additional name(s) & address(es) attached? Application number(s) or trademark A. Trademark Application No.(s) Executive Agreement X Other a division of a Delaware Control of the United States, a designation is attached: Additional name(s) & address(es) attached? D Y	
□ Other	
Execution Date: August 27, 2004 4. Application number(s) or trademark A. Trademark Application No.(s) designation is attached: D y Additional name(s) & address(es) attached? D y B. Trademark Registration	
4. Application number(s) or trademark A. Trademark Application No.(s) Additional name(s) & address(es) attached? □ Y	o domestrepresentativ: Fos □ No assignment)
A. Trademark Application No.(s) B. Trademark Registration	
76/543710 See Schedule A attache Additional numbers ottached? Yes	ed hereto
5. Name and address of party to whom correspondence 6. Total number of applications and concerning document should be mailed: registrations	//
Name:	 ,
Attn: Penelope J.A. Agodoa 7. Total fee (37 CFR 3.41) \$ 2 Federal Research Company, LLC	290.00
1030 15th Street, NW, Suite 920	
Washington, DC 20005 202.783.2700 Authorized to be charged to depo	ısit
Street Address: - 8. Deposit account number:	
5. Deposit account number:	
City:Stat	denocit account)
DO NOT USE THIS SPACE	appear account
9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached of the original document. Terese M. Scholl Only	<u> </u>

Total number of pages including cover sheet, attrichments Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

Signature

09/13/04

Date

Name of Person

?004 11:56 2027830598

FEDERAL RESEARCH COR

PAGE 03/06

FEDERAL RESEARCH COR

PAGE **02**/05

2004 10:56 2027830598

SCHEDULE A

Trademarks / Registration or Application Numbers U.S. Reg. 2,371,324 U.S. Reg. 2,222,113 U.S. Reg. 1,071,956 U.S. Reg. 2,216,827 U.S. Reg. 2,265,948 U.S. Reg. 2,059,105 U.S. Reg. 2,375,419 U.S. Reg. 2,428,210 U.S. Reg. 2,423,086 U.S. Reg. 2,473,093 U.S. App. 76/543710 Mexican Reg. 664,057 Mexican Reg. 644,056 Arkansas Reg. 00002190 Indiana Reg. 1997-0175 Indiana Reg. 1997-0174

Indiana Reg. 5009-8094

ATL01/11729527v1

TRADEMARK REEL: 002943 FRAME: 0909 3/2**004 10:**56

FEDERAL RESEARCH COR

PAGE 03/05

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this $\frac{27}{10}$ day of August, 2004, by TruckPro, Inc., a Delaware corporation ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

WITNESSETH

WHEREAS, Grantor, Grantee, the Lenders and the other parties thereto are parties to that certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of that certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of 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), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

- 1. <u>Incorporation of Credit Agreement and Security Agreement</u>. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.
- 2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:
 - (i) each Trademark listed on <u>Schedule 1</u> annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
 - (ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infilingement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

TRADEMARK REEL: 002943 FRAME: 0910 /2004 11:56

2027830598

30598 FEDERAL RESEARCH COR

PAGE 05/06

/2004 10:56

2027830598

FEDERAL RESEARCH COR PAGE 04/05

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

TRUCKPRO, INC., a Delaware corporation

By: Name: Title:

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc., as Agent

Ay: Name: Title:

ason J. Swanson

Vice President

Trademark Security Agreement 60301013

2004 11:56 2027830598

FEDERAL RESEARCH COR FEDERAL RESEARCH COR PAGE 05/05

2004 10:56 2027830598

SCHEDULE A

Registration or Application Numbers U.S. Reg. 2,371,324 U.S. Reg. 2,222,113 U.S. Reg. 1,071,956 U.S. Reg. 2,216,827 U.S. Reg. 2,265,948 U.S. Reg. 2,059,105 U.S. Reg. 2,375,419 U.S. Reg. 2,428,210 U.S. Reg. 2,423,086 U.S. Reg. 2,473,093 U.S. App. 76/543710 Mexican Reg. 664,057 Mexican Reg. 644,056 Arkansas Reg. 00002190 Indiana Reg. 1997-0175

Indiana Reg. 1997-0174 Indiana Reg. 5009-8094

Trademarks /

ATL01/11729527v1

RECORDED: 09/15/2004

TRADEMARK
REEL: 002943 FRAME: 0912