

RE

01-12-2004

R SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

L.Y

4/12/04



Tab settings DDD

To the Honorable Commissioner of Patents

102718653

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 NC
☐ 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: April 7, 2004

2. Name and address of receiving party(ies)

Name: Antares Capital Corporation, as Secondary Lien Collateral Agent
Internal Address:

Street Address: 311 South Wacker Drive, Suite 4400

City: Chicago State: IL Zip: 60606

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
X 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 trademark

A. Trademark Application No.(s)
See Attached Schedule 1

B. Trademark Registration

See Attached Schedule 1

Additional numbers attached? Yes

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

Name: Terese M. Scholl

Internal Address: 16th Floor

Street Address: Katten Muchin Zavis Rosenman

525 W. Monroe

City: Chicago Stat IL ZIP 60661

6. Total number of applications and registrations

22

7. Total fee (37 CFR 3.41) \$ 565.00

- ☒ Enclosed
☐ Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

04/12/2004 LHMELLER 00000027 1042A67

01 FC:8521 40.00 DP
02 FC:8522 525.00 DP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Terese M. Scholl

Name of Person

Terese M. Scholl

Signature

04/08/04

Date

Total number of pages including cover sheet, attachments, and

8

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

TRADEMARK
REEL: 002946 FRAME: 0351

***SCHEDULE I to Amended and
Restated Trademark Security Agreement***

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

MARK	NUMBER	DATE
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

Amended and Restated Trademark Security Agreement

**TRADEMARK
REEL: 002946 FRAME: 0352**

AMENDED AND RESTATED 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;

WHEREAS, Grantor, as a Borrower, has entered into an Amended and Restated Credit Agreement dated as of April 7, 2004 (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, Primary Lien Collateral Agent and Secondary Lien Collateral Agent, and 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 an Amended and Restated 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**"), by and among Grantor, Holdings, Agent, Primary Lien Collateral Agent and Secondary Lien Collateral Agent, Grantor has granted to Primary Lien Collateral Agent, for the benefit of the Primary Lien Secured Parties (as defined in the Security Agreement), and to Secondary Lien Collateral Agent, for the benefit of the Secondary Lien Secured Parties (as defined in the Security Agreement), 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);

WHEREAS, pursuant to the terms of that certain Trademark Security Agreement dated as of August 5, 2003 (the "**Original Trademark Security Agreement**"), Grantor granted to Agent a continuing security interest in all of Grantor's right, title and interest in, to and under the Trademark Collateral; and

WHEREAS, to induce Lenders to extend the credit and financial accommodations to Grantor and Holdings under the Credit Agreement, Grantor has agreed to amend and restate the Original Trademark Security Agreement as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to the Primary Lien Collateral Agent (the "**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.

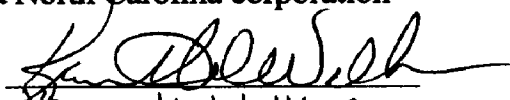
This Trademark Agreement amends and restates the Original Trademark Security Agreement in its entirety and shall not be deemed to constitute a novation of the Original Trademark Security Agreement or any obligations of Grantor thereunder.

The security interests granted to "Agent" in the Original Trademark Security Agreement are intended to be, and are, continued under this Trademark Security Agreement as the security interests granted to the Primary Lien Collateral Agent as security for the Liabilities hereunder and shall not be eliminated or otherwise adversely affected by the execution and delivery of this Trademark Security Agreement.

*- 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 7th day of April, 2004.

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

By: 
Name: Kenneth Walker
Title: President

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Primary Lien Collateral
Agent

By: _____
Name: David K. Swanson
Title: Director

Amended and Restated Trademark Security Agreement

TRADEMARK
REEL: 002946 FRAME: 0355

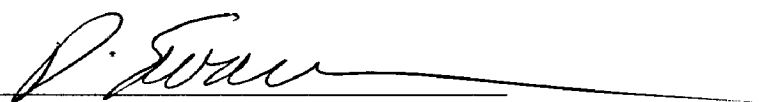
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**MEINEKE CAR CARE
CENTERS, INC.**, a North Carolina
corporation

By: _____
Name: _____
Title: _____

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Secondary Lien
Collateral Agent

By: 
Name: David K. Swanson
Title: Director

Amended and Restated Trademark Security Agreement

TRADEMARK
REEL: 002946 FRAME: 0356

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**TRADEMARK
REEL: 002946 FRAME: 0357**

FOREIGN TRADEMARK APPLICATIONS

NONE

TRADEMARK LICENSES

NONE

Amended and Restated Trademark Security Agreement