

Form PTO-1594 (Rev. 03/01) U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
 OMB No. 0651-0027 (exp. 5/31/2002)
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **Parts Distributing Company, Ltd.**

Individual(s) Association
 Corporation - **Texas**
 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: **September 29, 2004**

2. Name and address of receiving party(ies)
 Name: **Fortress Investment Group, LLC**
 Internal
 Address: **1251 Avenue of the Americas, 16th Floor,**
 Street Address:
 City: **New York** State: **NY** Zip: **10020**
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership
 Corporation - a **Delaware limited liability company**
 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 registration number(s):
 A. Trademark Application No.(s)
76/585391; 76/585044


B. Trademark Registration No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: **Daniel Angel, Esq.**
 Internal Address: **Schulte Roth & Zabel LLP**

 Street Address: **919 Third Avenue**

 City: **New York** State: **N.Y.** Zip: **10022**


6. Total number of applications and registrations involved: 


7. Total fee (37 CFR 3.41) \$ **65.00**
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
500675 - Schulte Roth & Zabel LLP/Order No. 026033/0092
 (Attach duplicate copy of this page if paying by deposit account)

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.

Daniel Angel, Esq.  **October 11, 2004**
 Name of Person Signing Signature Date

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

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

CH \$65.00 500675 76686391

ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, Parts Distributing Company, LTD (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement, dated September 30, 2004 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), in favor of Fortress Credit Corp., as agent for certain lenders (in such capacity, together with any successors and assigns, the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Agent and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly
ts officer thereunto duly authorized as of September 30, 2004.

PARTS DISTRIBUTING COMPANY, LTD.

By: PARTS MANAGEMENT COMPANY, its
General Partner

By: Todd A. Dunn
Name: Todd A. Dunn
Title: Vice President

STATE OF Texas

ss.:
COUNTY OF Montgomery

On this 29th day of September 2004, before me personally came Todd A. Dunn, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the Vice President of Parts Management Co., an Texas Corporation and that s/he executed the foregoing instrument in the firm name of Parts Management Co., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



Valerie Freeman

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications

Torque Technology & Design	Parts Distributing Company	4/2/2004	(Pending)	76-585391
Worldwide Heavy Duty Power Products	Parts Distributing Company	4/5/2004	(Pending)	76-585044