

FORM PTO-1594  
1-31-92**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings =&gt;=&gt;=&gt;

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.  
8708 Technology Forest Place, Suite 125  
The Woodlands, Texas 77381

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☒ Limited Partnership  
☐ Corporation-State: Alabama  
☐ Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

## 3. Nature of conveyances:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: October 25, 2004

## 2. Name and address of receiving party(ies):

Name: GMAC Commercial Finance LLC

Internal Address: \_\_\_\_\_

Street Address: 1290 6th AvenueCity: New York State: NY ZIP: 10104

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☐ Corporation-State \_\_\_\_\_  
☒ Other Limited Liability Company

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(s)

SEE ATTACHED SCHEDULE A

## B. Trademark registration No.(s)

SEE ATTACHED SCHEDULE A

Additional numbers attached? ☒ Yes ☐ No

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

Name: Federal Research Corporation

Internal Address: \_\_\_\_\_

Attn: Penelope J.A. Agodoa  
 Federal Research Company, LLC  
 1030 15th Street, NW, Suite 920  
 Washington, DC 20005  
 202.783.2700

City: Washington State: DC ZIP: 20004

## 6. Total number of applications and registrations involved: \_\_\_\_\_

2

7. Total fee (37 CFR 3.41): \_\_\_\_\_ \$ 65<sup>00</sup>

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

## 8. Deposit account number:

50-3155

(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

Stephen I Brecher  
 Name of Person Signing

Stephen I Brecher  
 Signature

November 2, 2004

Date

Total number of pages including coversheet, attachments and document: \_\_\_\_\_

7

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

TRADEMARK

REEL: 002971 FRAME: 0879

700128983

CH \$66.00 603165 76586391

SCHEDULE A

Schedule A to a Trademark Grant of Security dated October 25, 2004, by and between FleetPride, Inc. and GMAC Commercial Finance LLC, as Agent.

TRADEMARK REGISTRATIONS

None.

TRADEMARK APPLICATIONS

<u>Trademark Application</u> <u>Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
Torque Technology & Design	76-585391	4/2/2004
Worldwide Heavy Duty Power Products	76-585044	4/5/2004

**TRADEMARK GRANT OF SECURITY**

WHEREAS, Parts Distributing Company, Ltd., a limited partnership organized under the laws of the State of Texas, located at 8708 Technology Forest Place, Suite 125, The Woodlands, Texas 77381 ("PDC"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, PDC is obligated to GMAC Commercial Finance LLC ("GMAC CF") and various other financial institutions (together with GMAC CF, collectively, "Lenders") and GMAC CF as agent for Lenders ("Agent") pursuant to (i) a certain Loan and Security Agreement, dated June 17, 2003, among Agent, Fleet Capital Corporation, as syndication agent and as documentation agent, Lenders, PDC and the other loan parties named therein and (ii) a certain Trademark Collateral Security Agreement, dated as of the date hereof, made by PDC in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, PDC is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, PDC does hereby grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.


[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

PDC expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the security interest granted hereby are more fully set forth in the Agreements.

Dated: October 25, 2004  
New York, New York

PARTS DISTRIBUTING COMPANY, LTD.,

By: PARTS MANAGEMENT COMPANY,  
its General Partner

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

GMAC COMMERCIAL FINANCE LLC,  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

PDC expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the security interest granted hereby are more fully set forth in the Agreements.

Dated: October 25, 2004  
New York, New York

PARTS DISTRIBUTING COMPANY, LTD.,

By: PARTS MANAGEMENT COMPANY,  
its General Partner

By: \_\_\_\_\_  
Name:  
Its:

GMAC COMMERCIAL FINANCE LLC,  
as Agent

By:   
Name: JOSEPH SKAFEROWSKY  
Its: DIRECTOR

STATE OF Texas )  
 ) ss.  
COUNTY OF Montgomery

On the 25 day of October, 2004, before me personally came Todd A. Dang to me known, who being by me duly sworn, did depose and say that s/he is the Vice President of Parts Management Company, the General Partner of Parts Distributing Company, Ltd., the partnership described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto on behalf of the partnership.

Valerie Freeman  
Notary Public

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )



On this ~~30~~ day of October, 2004, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that s/he is the \_\_\_\_\_ of GMAC Commercial Finance LLC, the company described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto on behalf of said company.

\_\_\_\_\_  
Notary Public

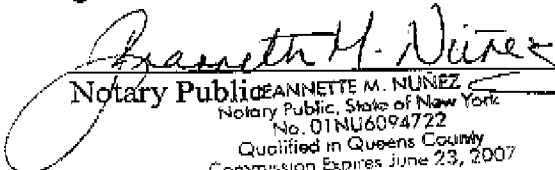
STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of October, 2004, before me personally came \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that s/he is the \_\_\_\_\_ of Parts Management Company, the General Partner of Parts Distributing Company, Ltd., the partnership described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto on behalf of the partnership.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this 25<sup>th</sup> day of October, 2004, before me personally came Joseph Skofronsky, to me known, who, being by me duly sworn, did depose and say that s/he is the V. P. of of GMAC Commercial Finance LLC, the company described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto on behalf of said company.

  
Notary Public ANNETTE M. NUNEZ  
Notary Public, State of New York  
No. 01NU6094722  
Qualified in Queens County  
Commission Expires June 23, 2007