

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying
HEARTLAND AUTOMOTIVE SERVICES II, INC.

2. Name and address of receiving party(ies)

DYMAS FUNDING COMPANY, LLC

Internal Address: _____

Street Address : **ONE NORTH FRANKLIN, Suite 3500**

City: **CHICAGO** State: **IL** Zip: **60606**

- Individual(s)
- General Partnership
- Corporation-State **DE**
- Other _____

- Association
- Limited Partnership

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

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation State **DE**

If assignee is not domiciled in the United States, a designation is attached: Yes No
(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: **JANUARY 14, 2005**

4. Application number(s) or trademark

A. Trademark Application No.(s)

B. Trademark Registration

2,574,722

Additional numbers attached? **NO**

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

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

Street Address: _____

City: _____ Stat _____ Zip: _____

6. Total number of applications and registrations



7. Total fee (37 CFR 3.41) \$ **40.00**

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.

RAKHEE VERMA
Name of Person

Signature

JANUARY 21, 2005

Date

5

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

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

CH \$40.00 503155 2674722

ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, HEARTLAND AUTOMOTIVE SERVICES II, INC., a Delaware corporation (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 that certain Security Agreement, dated as of May 30, 2003 (the "Security Agreement") in favor of Dymas Funding Company, LLC, in its capacity as Administrative Agent for certain lenders (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 lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders 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 executed by its officer thereunto duly authorized as of January 14, 2005.

HEARTLAND AUTOMOTIVE SERVICES II,
INC., a Delaware corporation

By: *Brian D. Clark*
Name: BRIAN D. CLARK
Title: VP & CFO

STATE OF Nebraska
COUNTY OF Douglas SS.:

January 2005

On this 14th day of ~~December~~, 2004, before me personally came Brian Clark, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the VP + CFO of Heartland Automotive Services II, Inc., a Delaware corporation, and that he executed the foregoing instrument in the firm name of such corporation, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



Linda Aldrich

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

Trademark Registrations

TRADEMARK DESCRIPTION	SERIAL NUMBER	FILING DATE
Service Alert	2,574,722	5/28/2002