

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Express Oil Change, L.L.C.		04/07/2005	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

Name:	Antares Capital Corporation, as Agent
Street Address:	311 South Wacker Drive, Suite 4400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	1309527	EXPRESS BRAKE SERVICE
Registration Number:	1534649	EXPRESS OIL CHANGE
Registration Number:	1159428	TUNE-UP CLINIC
Registration Number:	2026204	YOUR FULL-SERVICE NEIGHBORHOOD MECHANIC
Registration Number:	1311715	EXPRESS TUNE UP
Registration Number:	1309528	EXPRESS TRANS. SERVICE
Serial Number:	78385028	EXPRESS SERVICE CENTER

**CORRESPONDENCE DATA**

Fax Number: (866)459-2899  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 202-783-2700  
 Email: pagodoa@federalresearch.com  
 Correspondent Name: CBC Companies dba Federal Research  
 Address Line 1: 1030 Fifteenth Street, NW, Suite 920

CH \$190.00 1309527

Address Line 2: attn: Penelope J.A. Agodoa  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	04/12/2005

Total Attachments: 9  
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Schedule 1  
to Trademark  
Security Agreement

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
EXPRESS BRAKE SERVICE	1,309,527;	12/11/1984
EXPRESS OIL CHANGE	1,534,649;	04/11/1989
TUNE-UP CLINIC	1,159,428;	06/30/1981
YOUR FULL-SERVICE NEIGHBORHOOD MECHANIC	2,026,204;	12/24/1996
EXPRESS TUNE-UP	1,311,715;	12/25/1984
EXPRESS TRANS. SERVICE	1,309,528;	12/11/1984

FOREIGN TRADEMARK REGISTRATIONS

NONE

U.S. TRADEMARK APPLICATIONS

<u>MARK</u>	<u>NUMBER</u>	<u>DATE</u>
EXPRESS SERVICE CENTER	78/385,028	3/16/04

FOREIGN TRADEMARK APPLICATIONS

NONE

TRADEMARK LICENSES

NONE

## TRADEMARK SECURITY AGREEMENT

Dated April 7, 2005

**WHEREAS, EXPRESS OIL CHANGE, L.L.C.**, a Delaware limited liability company and successor by merger to EOC Acquisition, LLC (“**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; and

**WHEREAS**, Grantor, as a Borrower, has entered into a Credit Agreement dated as of April 7, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with Antares Capital Corporation, as Agent for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the “**Lenders**”), providing for extensions of credit and other financial accommodations to be made to Grantor by Lenders; and

**WHEREAS**, pursuant to the terms of a 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**”), between Grantor, and Agent (in such capacity, “**Grantee**”), Grantor has granted to Grantee for the benefit of Agent and Lenders 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);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to 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

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associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

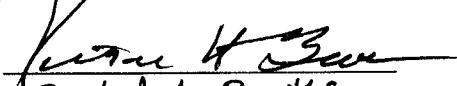
This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby 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.

*- 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 the year and date first written above.

**EXPRESS OIL CHANGE, L.L.C.** a Delaware limited liability company and successor by merger to EOC Acquisition, LLC

By:   
Name: Richard A. Brooks  
Title: CEO

Acknowledged:

**ANTARES CAPITAL CORPORATION,**  
a Delaware corporation, as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**IN WITNESS WHEREOF**, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on the year and date first written above.

**EXPRESS OIL CHANGE, L.L.C.** a Delaware limited liability company and successor by merger to EOC Acquisition, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged:

**ANTARES CAPITAL CORPORATION**,  
a Delaware corporation, as Agent

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



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