TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Tire Rack, Inc.		06/24/2005	CORPORATION:

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Association:

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1414570	THE TIRE RACK
Registration Number:	1880524	MODA
Registration Number:	2083058	UPDATE
Registration Number:	2102612	INSIDE TRACK
Registration Number:	2216681	TR MOTORSPORTS
Registration Number:	2244422	THE WHEEL RACK
Registration Number:	2284365	TYPHOON
Registration Number:	2653843	ONLINE PERFORMANCE SOURCE
Registration Number:	2664292	AT ITALIA
Registration Number:	2668746	PERFORMANCE TIRE AND WHEEL SPECIALISTS
Registration Number:	2789238	UPGRADE GARAGE
Registration Number:	2815285	ICON
Registration Number:	2849747	KAZERA
Serial Number:	78352966	KAZERA

CH $365.00 1414570

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

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:	06/28/2005

Total Attachments: 9

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Schedule I

I. Trademarks

Registered Owner	Mark	Registration Date	Registration Number
The Tire Rack, Inc.	The Tire Rack	10/21/1986	1,414,570
The Tire Rack, Inc.	moda	02/28/1995	1,880,524
The Tire Rack, Inc.	Update	07/29/1997	2,083,058
The Tire Rack, Inc.	Inside Track	10/07/1997	2,102,612
The Tire Rack, Inc.	TR Motorsports	01/05/1999	2,216,681
The Tire Rack, Inc.	The Wheel Rack	05/11/1999	2,244,422
The Tire Rack, Inc.	Typhoon	10/12/1999	2,284,365
The Tire Rack, Inc.	Online Performance Source	11/26/2002	2,653,843
The Tire Rack, Inc.	AT Italia	12/27/2002	2,664,292
The Tire Rack, Inc.	Performance Tire and Wheel Specialists	12/31/2002	2,668,746
The Tire Rack, Inc.	Upgrade Garage	12/02/2003	2,789,238
The Tire Rack, Inc.	The Tire Rack (amended)	02/10/2004	2,815,285
The Tire Rack, Inc.	Kazera	06/01/2004	2,849,747

II. Trademark Applications

Registered Owner	Mark	Registration Number	Date Filed
The Tire Rack, Inc.	Kazera	78/352966	01/16/2004

[[2518175]]

TRADEMARK SECURITY AGREEMENT, dated as of June 24, 2005 (this "Agreement"), among TIRE RACK HOLDINGS, INC. ("Holdings"), THE TIRE RACK, INC. (the "Borrower"), the subsidiaries of the Borrower listed on Schedule I hereto and JPMORGAN CHASE BANK, N.A., as administrative agent (the "Administrative Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of June 24, 2005 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Holdings, the Borrower, the subsidiaries of the Borrower listed therein and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of June 24, 2005 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"). The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks, provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable Federal law.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark 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 the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TIRE RACK HOLDINGS, INC.,

by

Name: Thomas F. Veldman
Title: Co-Chief Executive Officer

THE TIRE RACK, INC.,

by _____

Name: Thomas F. Veldman
Title: Co-Chief Executive Officer

JPMORGAN CHASE BANK, N.A., as
Administrative Agent,

by

Name: Neil R. Boylan
Title: Managing Director

[[NYCORP:2517556]]

Schedule I

Subsidary Parties

None.

Schedule II

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Registered Owner	Mark	Registration Date	Registration Number
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III. Trademark Licenses

None.