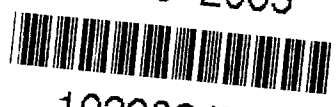


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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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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):
 SUPERCHIPS, INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State FL
 Other _____

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

2. Name and address of receiving party(ies)
 Name: ANTARES CAPITAL CORPORATION, as Agent
 Internal
 Address: Suite 4400

Street Address: 311 South Wacker Drive
 City: Chicago State: IL Zip: 60606

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 01/28/2005

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) 76/615633; 78/290713
78/505577; 78/505552; 78/500295

B. Trademark Registration No.(s) 2677372;
1876383

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Penelope S. Johnson
 Internal Address: Katten Muchin Zavis Rosenman
Suite 1800

Street Address: 525 West Monroe Street

City: Chicago State: IL Zip: 60661

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41).....\$ 190.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
Penelope S. Johnson
 Name of Person Signing

Penelope S. Johnson 02/03/2005
 Signature Date

Total number of pages including cover sheet, attachments, and document: 5

02/08/2005 6TON11 00000013 76615633 Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

01 FC:0521 40.00 DP
 02 FC:0522 150.00 DP

TRADEMARK REEL: 003117 FRAME: 0757

2-7-05

TRADEMARK SECURITY AGREEMENT

WHEREAS, SUPERCHPS, INC., a Florida corporation (“**Grantor**”), owns the Trademark registrations and Trademark registration applications listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, as a Borrower, has entered into an Amended and Restated Credit Agreement dated as of January 28, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with AUTOTRONIC CONTROLS CORPORATION, a Texas corporation (“**ACC**”), ANTARES CAPITAL CORPORATION, as agent (“**Agent**”) for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the “**Lenders**”) and as a Lender, and the other Lenders party thereto, providing for extensions of credit and other financial accommodations to be made to Grantor and ACC by the Lenders; and

WHEREAS, pursuant to the terms of an Amended and Restated 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, ACC and Agent (in such capacity, “**Grantee**”), Grantor has granted to Grantee for the benefit of Agent and the 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 and Trademark registration applications, 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 Trademark registrations and Trademark registration 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; and
- (2) 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 Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark registration applications referred in Schedule 1 or (b) injury to the goodwill associated with any Trademark or Trademark registration.

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 this ___th day of January, 2005.

SUPERCHIPS, INC., a Florida corporation

By: 

Name: Daniel R. Gresham

Title: Chief Executive Officer

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: _____

Name: _____

Title: _____

Trademark Security Agreement - Superchips

TRADEMARK
REEL: 003117 FRAME: 0760


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this ___th day of January, 2005.

SUPERCHIPS, INC., a Florida corporation

By: _____
Name: Daniel R. Gresham
Title: Chief Executive Officer

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: 
Name: _____
Title: **Timothy G. Lyne**
Director

Trademark Security Agreement - Superchips

TRADEMARK
REEL: 003117 FRAME: 0761

Schedule 1 to
Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS

Trademark	Country	Reg. No.	Reg. Date	Registrant/Holder
D-BOX	U.S.	2,677,372	1/21/03	Superchips Inc.
SUPER CHIP	U.S.	1,876,383	1/31/95	Superchips Inc.

U.S. TRADEMARK APPLICATIONS

Trademark	Country	Reg. No.	Reg. Date	Registrant/Holder
SUPERCHIPS INC.	U.S.	76/615633	10/13/04	Superchips Inc.
SUPERCHIPS	U.S.	78/290,713	8/21/03	Superchips Inc.
GET'ER TUNED	U.S.	78/505577	10/25/04	Superchips Inc.
GET HER TUNED	U.S.	78/505552	10/25/04	Superchips Inc.
MICRO TUNER	U.S.	78/500295	10/15/04	Superchips Inc.

FOREIGN TRADEMARK APPLICATIONS

NONE

FOREIGN TRADEMARK REGISTRATIONS

NONE