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



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): Central Oil & Supply Corporation
[] Individual(s) [] Association
[] General Partnership [] Limited Partnership
[X] Corporation-State Louisiana
[] Other
Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies)
Name: Marquette Business Credit, Inc.
Internal Address: Premier Place, Suite 1780
Street Address: 5910 N. Central Expressway
City: Dallas State: Texas Zip: 75206
[] Individual(s) citizenship
[] Association
[] General Partnership
[] Limited Partnership
[X] Corporation-State Minnesota
[] Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [X] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [] Yes [X] No

3. Nature of conveyance:
[] Assignment [] Merger
[X] Security Agreement [] Change of Name
[] Other
Execution Date: December 29, 2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
2536548
2334893
Additional number(s) attached [] Yes [X] No

6. Total number of applications and registrations involved: 2

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: John T. Mitthell
Little Pedersen Fankhauser LLP
Internal Address:
Street Address: 901 Main Street, Ste. 4110
City: Dallas State: Texas Zip: 75202

7. Total fee (37 CFR 3.41).....\$ 65.00
[X] Enclosed
[] Authorized to be charged to deposit account
8. Deposit account number: N/A
(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.
John T. Mitchell John T. Mitchell 1-31-05
Name of Person Signing Signature Date

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

02/22/2005 6TON11 00000123 2536548
01 FC:0521 40.00 OP
02 FC:0522 25.00 OP

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

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TRADEMARK
REEL: 003123 FRAME: 0007

TRADEMARK SECURITY AGREEMENT
(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK
APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, Central Oil & Supply Corporation, a Louisiana corporation (herein called "Grantor") owns certain "Trademarks" (as defined below) and is a party to certain "Trademark Licenses" (as defined below);

WHEREAS, Grantor and Marquette Business Credit, Inc., a Minnesota corporation (herein, together with its successors and assigns, called "Grantee"), are parties to a Loan and Security Agreement, dated as of December 28, 2004 (herein, as from time to time amended, supplemented, or restated, called the "Loan Agreement"), pursuant to which, among other things, Grantor has granted to Grantee a continuing security interest in substantially all assets of Grantor, including, without limitation, all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined herein) whether now owned or existing or hereafter acquired or arising, to secure the "Obligations" (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to additionally secure such Obligations, 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 now owned or existing or hereafter acquired or arising:

(a) each Trademark in which Grantor has any interest, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(b) each Trademark License, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(c) all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark, and all rights and benefits of Grantor under any Trademark License, or for injury to the goodwill associated with any of the foregoing.

As used herein:

"Trademark License" means any license or agreement, whether now or hereafter in existence, under which is granted or authorized any right to use any Trademark, including without limitation the agreements identified on Schedule 1 hereto.

"Trademarks" means all of the following: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade

styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and general intangibles of like nature, and the rights in any of the foregoing which arise under applicable law, (b) the goodwill of the business symbolized thereby or associated with each of them, (c) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including those described in Schedule 1 hereto, (d) all reissues, extensions and renewals thereof, (e) all claims for, and rights to sue for, past or future infringements of any of the foregoing, and (f) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as any "Event of Default" (as defined in the Loan Agreement) has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly allowed in the Loan Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Loan Agreement. Grantor does hereby further acknowledge and affirm 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 Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED HEREBY HEREUNDER, IN RESPECT OF ANY PARTICULAR TRADEMARK COLLATERAL, ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS.

[Signature page to follow]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of December 29, 2004.

CENTRAL OIL & SUPPLY CORPORATION,
a Louisiana corporation

By: [Signature]
Name: J. Hardeman Cordell, IV
Title: President

Acknowledged:
MARQUETTE BUSINESS CREDIT, INC.

By: [Signature]
Name: Juan Johnson
Title: SVP & Chief Credit Officer

STATE OF Louisiana §
Parish § ss.:
COUNTY OF Orleans §

BEFORE ME, on this day personally appeared J. Hardeman Cordell IV, known to me to be the person signing the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Subscribed to and sworn to before me this 29th day of December, 2004.

[Signature]
Notary Public in and for the
State of Louisiana

Printed Name: Gary Campbell III

My Commission Expires:
at death

SCHEDULE 1

to Trademark Security Agreement

U.S. TRADEMARKS, TRADEMARK REGISTRATIONS
AND TRADEMARK APPLICATIONS

A. U.S. Trademarks and Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
TracGuard	2536548	February 5, 2002
Hav-A-Lube	2334893	March 28, 2000

B. U.S. Trademark Applications

<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>
NONE		

EXCLUSIVE TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Licensor/Licensee</u>	<u>Date of Agreement</u>	<u>Subject Matter</u>
N/A	N/A	N/A	N/A