

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies): Antares Capital Corporation		2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name: <u>Meineke Car Care Centers, Inc.</u> Internal Address: _____ Street Address: <u>128 S. Tryon Street, Suite 900</u> City: <u>Charlotte</u> State: <u>North Carolina</u> Country: <u>USA</u> Zip: <u>28202</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>Delaware</u> <input type="checkbox"/> Other _____ Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)	
<input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Delaware</u> <input type="checkbox"/> Other _____ Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		3. Nature of conveyance)/Execution Date(s) : Execution Date(s) <u>June 15, 2005</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Release of Security Interest</u>	
4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No.(s) <u>75/912,752</u> <u>78/091,270</u> <u>78/419,512</u> B. Trademark Registration No.(s) <u>1,042,467</u> Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):			
5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Elizabeth M. Millican</u> Internal Address: _____ Street Address: <u>101 N. Tryon Street, Suite 1900</u> City: <u>Charlotte</u> State: <u>North Carolina</u> Zip: <u>28246</u> Phone Number: <u>704-377-8170</u> Fax Number: <u>704-339-3470</u> Email Address: <u>emillican@rbh.com</u>		6. Total number of applications and registrations involved: 22 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>565.00</u> <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed	
		8. Payment Information: a. Credit Card Last 4 Numbers <u>5726</u> Expiration Date <u>03/08</u> b. Deposit Account Number _____ Authorized User Name _____	
9. Signature: <u>Elizabeth M. Millican</u> Signature _____ Elizabeth M. Millican Name of Person Signing		June 15, 2005 Date Total number of pages including cover sheet, attachments, and document: 7	

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$565.00 75912752

4.A. Additional Trademark Application Numbers

76/359,910

4.B. Additional Trademark Numbers

1,191,431 1,283,288

1,206,108 1,434,915

1,207,483 1,610,116

1,207,490 1,620,331

1,215,262 2,022,824

1,241,466 2,034,755

1,268,145 1,965,214

1,268,264 1,970,877

1,268,265

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of June 15, 2005, by ANTARES CAPITAL CORPORATION, a Delaware corporation, as Primary Lien Collateral Agent ("Agent").

WITNESSETH:

WHEREAS, Agent and Meineke Car Care Centers, Inc., a North Carolina corporation ("Meineke"), were parties to that certain Amended and Restated Trademark Security Agreement dated as of April 7, 2004 (the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement), pursuant to which Meineke granted a security interest to Agent in, among other things, the Trademarks (as defined in the Security Agreement) as security for certain obligations owing by Meineke to the financial institutions (collectively, the "Lenders") from time to time party to that certain Amended and Restated Credit Agreement dated as of April 7, 2004 by and among Meineke Holding Company, a Delaware corporation and Meineke Car Care Centers, Inc., a North Carolina Company, Agent, and the Lenders, as amended, restated, supplemented or otherwise modified and in effect from time to time, including the Trademarks set forth on Exhibit A hereto; and

WHEREAS, the Security Agreement was recorded by the Assignment Division of the United States Patent and Trademark Office on April 12, 2004, at Reel 2946, Frame 0327; and

WHEREAS, Meineke has requested that Agent release its security interest in the Trademarks and reassign the same to Meineke;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby releases its security interest in all of Meineke's right, title and interest in and to all of the following (the "Trademark Collateral"):

(a) 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 Exhibit A 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;

(b) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and


(c) all products and proceeds of the foregoing, including, without limitation, any claim by Meineke 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 Exhibit A annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Exhibit A and the Trademarks licensed under any Trademark license or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

2. Agent hereby reassigns, grants and conveys to Meineke, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Trademark Collateral, and the goodwill of Meineke's business connected with the use of and symbolized by the Trademark Collateral.

*- Remainder of Page Intentionally Left Blank -
[Signature Page Follows]*

IN WITNESS WHEREOF, Agent has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Primary Lien
Collateral Agent

By: 
Name: _____
Title: Director

Trademark Release and Reassignment -- Meineke Corporation

TRADEMARK
REEL: 003132 FRAME: 0239

EXHIBIT A to Trademark Release and Reassignment

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
Meineke and Design	1,042,467	09/17/1973
Mine-A-Key & Design	1,191,431	12/08/1981
Everlast & Design	1,206,108	02/02/1981
Meineke	1,207,483	12/22/1980
Meineke (lower case)	1,207,490	01/30/1981
Meineke & Design	1,215,262	02/03/1982
Meineke	1,241,466	02/03/1982
Meineke & Design	1,268,145	12/22/1980
Meineke Discount Mufflers & Design	1,268,264	02/17/1981
Meineke Discount Mufflers Say Mine-A-Key & Design	1,268,265	01/30/1981
Everlast & Design	1,283,288	05/27/1983
Meineke	1,434,915	07/31/1986
Meineke (lower case)	1,610,116	07/24/1989
Meineke	1,620,331	10/10/1989
Meineke Discount Mufflers	2,022,824	08/15/1994
At Meineke You're Not Gonna Pay A Lot... But You'll Get A Lot	2,034,755	08/15/1994
Meineke	1,965,214	11/14/1994
Mcineke	1,970,877	08/15/1994

FOREIGN TRADEMARK REGISTRATIONS

NONE

U.S. TRADEMARK APPLICATIONS

<u>MARK</u>	<u>NUMBER</u>	<u>DATE</u>
Meineke Express	75/912,752	02/08/2000
M. Key	78/091,270	11/01/2001
Meineke University	76/419,512	06/11/2002
M. Key Meineke Business System	76/359,910	01/16/2002

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Antares Capital Corporation

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) June 15, 2005

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Release of Security Interest

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Melneke Car Care Centers, Inc.

Internal

Address: _____

Street Address: 128 S. Tryon Street, Suite 900

City: Charlotte

State: North Carolina

Country: USA Zip: 28202

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship Delaware
☐ Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

75/912,752

78/091,270

76/419,512

B. Trademark Registration No.(s)

1,042,467

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Elizabeth M. Millican

Internal Address: _____

Street Address: 101 N. Tryon Street, Suite 1800

City: Charlotte

State: North Carolina Zip: 28246

Phone Number: 704-377-8170

Fax Number: 704-339-3470

Email Address: emillican@rbh.com

6. Total number of applications and registrations involved:

22

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 565.00

- ☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 5726
Expiration Date 03/08

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elizabeth M. Millican
Signature

June 15, 2005

Date

Elizabeth M. Millican

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22313-1480

TRADEMARK
REEL: 003132 FRAME: 0242

4.A. Additional Trademark Application Numbers

76/359,910

4.B. Additional Trademark Numbers

1,191,431	1,283,288
1,206,108	1,434,915
1,207,483	1,610,116
1,207,490	1,620,331
1,215,262	2,022,824
1,241,466	2,034,755
1,268,145	1,965,214
1,268,264	1,970,877
1,268,265	

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of June 15, 2005, by ANTARES CAPITAL CORPORATION, a Delaware corporation, as Secondary Lien Collateral Agent ("Agent").

WITNESSETH:

WHEREAS, Agent and Meineke Car Care Centers, Inc., a North Carolina corporation ("Meineke"), were parties to that certain Trademark Security Agreement dated as of April 7, 2004 (the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement), pursuant to which Meineke granted a security interest to Agent in, among other things, the Trademarks (as defined in the Security Agreement) as security for certain obligations owing by Meineke to the financial institutions (collectively, the "Lenders") from time to time party to that certain Amended and Restated Credit Agreement dated as of April 7, 2004 by and among Meineke Holding Company, a Delaware corporation and Meineke Car Care Centers, Inc., a North Carolina Company, Agent, and the Lenders, as amended, restated, supplemented or otherwise modified and in effect from time to time, including the Trademarks set forth on Exhibit A hereto; and

WHEREAS, the Security Agreement was recorded by the Assignment Division of the United States Patent and Trademark Office on April 12, 2004, at Reel 2946, Frame 0351; and

WHEREAS, Meineke has requested that Agent release its security interest in the Trademarks and reassign the same to Meineke;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby releases its security interest in all of Meineke's right, title and interest in and to all of the following (the "Trademark Collateral"):

(a) 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 Exhibit A 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;

(b) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

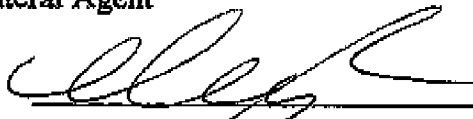
(c) all products and proceeds of the foregoing, including, without limitation, any claim by Meineke against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Exhibit A annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Exhibit A and the Trademarks licensed under any Trademark license or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

2. Agent hereby reassigns, grants and conveys to Meineke, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Trademark Collateral, and the goodwill of Meineke's business connected with the use of and symbolized by the Trademark Collateral.

*- Remainder of Page Intentionally Left Blank -
[Signature Page Follows]*

IN WITNESS WHEREOF, Agent has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Primary Lien
Collateral Agent

By: 
Name: _____
Title: Director

Trademark Release and Reassignment ~ Meincke Corporation

TRADEMARK
REEL: 003132 FRAME: 0246

EXHIBIT A to Trademark Release and Reassignment

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
Meineke and Design	1,042,467	09/17/1973
Mine-A-Key & Design	1,191,431	12/08/1981
Everlast & Design	1,206,108	02/02/1981
Meineke	1,207,483	12/22/1980
Meineke (lower case)	1,207,490	01/30/1981
Meineke & Design	1,215,262	02/03/1982
Meineke	1,241,466	02/03/1982
Meineke & Design	1,268,145	12/22/1980
Meineke Discount Mufflers & Design	1,268,264	02/17/1981
Meineke Discount Mufflers Say Mine-A-Key & Design	1,268,265	01/30/1981
Everlast & Design	1,283,288	05/27/1983
Meineke	1,434,915	07/31/1986
Meineke (lower case)	1,610,116	07/24/1989
Meineke	1,620,331	10/10/1989
Meineke Discount Mufflers	2,022,824	08/15/1994
At Meineke You're Not Gonna Pay A Lot... But You'll Get A Lot	2,034,755	08/15/1994
Meineke	1,965,214	11/14/1994
Meineke	1,970,877	08/15/1994

FOREIGN TRADEMARK REGISTRATIONS

NONE

U.S. TRADEMARK APPLICATIONS

<u>MARK</u>	<u>NUMBER</u>	<u>DATE</u>
Meineke Express	75/912,752	02/08/2000
M. Key	78/091,270	11/01/2001
Meineke University	76/419,512	06/11/2002
M. Key Meineke Business System	76/359,910	01/16/2002

ROBINSON BRADSHAW & HINSON

FAX COVER SHEET

SEND TO:

TELEPHONE NO.

FAX NO.

USPTO, AUTOMATED
ASSIGNMENT

(703) 308-9723

(703) 306-5995

FROM: ELIZABETH MILLICAN

COMMENTS:

Please find attached two (2) Form PTO-1594 (Trademarks) and Trademark Release and Reassignment for filing with your office (one filing for Primary Lien and one for Secondary Lien). I have also attached Form PTO-2038 credit card payment for recordation of these trademark releases. Please call me with questions or if you need anything additional from me. Please fax filing verification back to my attention at (704) 339-3470. Thanks for your help with this matter.

Elizabeth Millican
(704) 377-8170

Date: June 15, 2005

Client/Matter: 12714.01026

Number of Pages (including this page): 16



Original will NOT follow



Original will follow by:



Regular Mail



Overnight Mail



Hand Delivery

THE INFORMATION CONTAINED IN THIS TELECOPY MAY BE PRIVILEGED AND/OR CONFIDENTIAL AND IS INTENDED ONLY FOR THE USE OF THE PERSON TO WHOM IT IS ADDRESSED. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT (OR SUCH RECIPIENT'S EMPLOYEE OR AGENT), YOU ARE HEREBY NOTIFIED NOT TO READ, DISTRIBUTE OR COPY THE MATERIALS ATTACHED HERETO WITHOUT THE PRIOR WRITTEN CONSENT OF THE SENDER. IF YOU HAVE RECEIVED THIS TELECOPY IN ERROR, PLEASE NOTIFY THE SENDER BY COLLECT TELEPHONE CALL AND RETURN THE ORIGINAL TELECOPY TO US BY MAIL AND WE WILL REIMBURSE YOU FOR THE REQUIRED POSTAGE. THANK YOU.

Attorneys at Law

Fax Operator: 704.377.8153

C-938201v1 12714.01026

Charlotte Office: 101 North Tryon Street, Suite 1900, Charlotte, NC 28246 Ph: 704.377.2536 Fx: 704.378.4000
RECORDED: 06/15/2005 TRADEMARK
South Carolina Office: 140 East Main Street, Suite 420, P.O. Drawer 12070, Rock Hill, South Carolina 29751 Ph: 803.925.9390 Fx: 803.925.2909
REEL: 003132 FRAME: 0249