

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
Eckler Industries, Inc.		08/04/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital Corporation, as Administrative Agent		
Street Address:	311 South Wacker Drive, Suite 4400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1660186	ECKLER'S	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7865		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-201-3865		
Email:	Sharon.Patterson@goldbergkohn.com		
Correspondent Name:	Sharon Patterson		
Address Line 1:	55 E. Monroe St., Ste. 3700		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Sharon Patterson		
Signature:	/sharon patterson/		
Date:	08/05/2005		

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Total Attachments: 11
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**AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT
SECURITY AGREEMENT**

THIS AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "Agreement") is made as of the 4th day of August, 2005 by and between Eckler Industries, Inc., a Delaware corporation ("Borrower"), and Antares Capital Corporation, a Delaware corporation, as administrative agent ("Agent") for its own benefit and the benefit of the Lenders party to the Credit Agreement described below.

W I T N E S S E T H

WHEREAS, Borrower and Agent are each party to a certain Patent, Trademark and Copyright Security Agreement dated as of February 15, 2002 (as amended, the "Original Patent, Trademark and Copyright Security Agreement");

WHEREAS, pursuant to a certain Amended and Restated Credit Agreement of even date herewith by and among Borrower, Agent, Madison Capital Funding LLC, as syndication agent and a Lender, and the Lenders party thereto (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make certain loans and extend certain other financial accommodations to Borrower;

WHEREAS, pursuant to a certain Amended and Restated Security Agreement of even date herewith among Agent, Borrower, and Eckler Enterprises, Inc., a Delaware corporation (the "Security Agreement"), Borrower grants to Agent, for its own benefit and the benefit of the Lenders, a continuing security interest in certain of Borrower's assets, including, without limitation, its patents, patent rights and applications therefor, trademarks and applications therefor, copyrights and all applications and registrations therefor, license rights and goodwill; and

WHEREAS, Borrower and Agent have agreed to amend and restate the Original Patent, Trademark and Copyright Security Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Security Agreement; Credit Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

2. Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, Borrower hereby grants to Agent, for its own benefit and

on behalf of the Lenders, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

(a) any patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A attached hereto, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Patents");

(b) any copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule B attached hereto, and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Copyrights");

(c) any trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed in Schedule C attached hereto and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Trademarks"); and

(d) all rights corresponding to any of the foregoing throughout the world and the goodwill of Borrower's business connected with the use of and symbolized by the Trademarks.

In addition to, and not by way of limitation of, all other rights granted to Agent under this Agreement, Borrower hereby assigns, transfers and conveys, effective upon the occurrence of any Event of Default, to Agent, for its own benefit and on behalf of the Lenders, all of the Patents, Copyrights and Trademarks, together with the rights and goodwill described in clause (d) above to the extent necessary to enable Agent to realize on such property and any successor or assign to enjoy the benefits thereof. This right and assignment shall inure to the benefit of Agent and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and assignment is granted free of charge, without

requirement that any monetary payment whatsoever (including, without limitation, any royalty or license fee) be made to Borrower or any other Person by Agent (except that if Agent shall receive proceeds from the disposition of any such property, such proceeds shall be applied to the Obligations).

3. Reports of Applications. The Patents, Copyrights and Trademarks listed on Schedules A, B and C, respectively, constitute all of the federally registered patents, copyrights and trademarks, and all of the federal applications therefor now owned by Borrower. Borrower shall provide Agent on an annual basis with a list of all patents, copyrights and trademarks issued or applied for by Borrower subsequent to the issuance of the previous list, which patents, copyrights and trademarks, if any, shall be subject to the terms and conditions of the Security Agreement and this Agreement.

4. Effect on Credit Agreement; Cumulative Remedies. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or the Lenders under the Credit Agreement or the Security Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Agent and the Lenders with respect to the Patents, Copyrights and Trademarks, whether established hereby, by the Credit Agreement or the Security Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently. NOTWITHSTANDING ANY PROVISION HEREIN CONTAINED TO THE CONTRARY, NEITHER AGENT NOR ANY LENDER SHALL HAVE THE RIGHT TO USE AND ENFORCE THE PATENTS, COPYRIGHTS AND TRADEMARKS UNLESS AND UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT, AND UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT BORROWER SHALL HAVE ALL OF SUCH RIGHTS.

5. Binding Effect; Benefits. This Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Agent and its successors and assigns.

6. APPLICABLE LAW; SEVERABILITY. THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENDORSEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS AGREEMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS AGREEMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING

THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS AGREEMENT.

7. AMENDMENT AND REINSTATEMENT. This Agreement constitutes an amendment and restatement of the Original Patent, Trademark and Copyright Security Agreement between Borrower and Agent. Each of Borrower and Agent hereby reaffirms the liens and security interests arising under Original Patent, Trademark and Copyright Security Agreement, which liens and security interests remain continuous and shall be governed by the terms of this Agreement from and following the date hereof.

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

ECKLER INDUSTRIES, INC.

By N. Chl Z.
Its Asst. Sec.

Accepted and Agreed to:

ANTARES CAPITAL CORPORATION,
as Agent

By _____
Its _____


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

ECKLER INDUSTRIES, INC.

By _____
Its _____

Accepted and Agreed to:

ANTARES CAPITAL CORPORATION,
as Agent

By 
Its Chester R. Zara
Director

SCHEDULE A

PATENTS

[None]

SCHEDULE B

COPYRIGHT REGISTRATIONS

TITLE	REG'N NO.	REG'N DATE
Eckler's 1953-2000 Corvette Parts & Accessories 2000 Fall/Winter Catalog No. 290	TX5406578	10/30/00
Eckler's 1953-2000 Corvette Parts & Accessories 2000 Spring/Summer Catalog No. 120	TX5193896	03/31/00
Eckler's 1953-92 Parts and Accessories Supplement: Catalog No. 332	TX3298163	04/15/92
Eckler's Corvette Parts: Catalog / Accessories Division -- No. 1	TX2071357	05/13/87
Eckler's Corvette Parts: Catalog / Accessories Division -- No. 1	TX2229403	12/18/87
Eckler's Corvette Parts: Catalog / Accessories Division -- No. 1	TX2302746	05/02/88
Eckler's Corvette Parts: Catalog 8A	TX248863	05/21/79
Eckler's Corvette Parts: Catalog / Accessories Division -- No. 1	TX1150491	06/27/83
Eckler's Corvette Parts: Catalog / Accessories Division -- No. 1	TX1170004	08/12/83
Eckler's Corvette Parts: Catalog / Accessories Division -- No. 1	TX1385611	06/04/84
Eckler's Corvette Parts: Catalog / Accessories Division -- No. 1	TX1565391	04/19/85
Eckler's Corvette Parts: Catalog / Accessories Division -- No. 1	TX1859869	07/01/86
Eckler's Corvette Parts: Spray Putty: No. R-907	TX304710	05/21/79
Eckler's Corvette Parts: Bonding Adhesive: No. R-901	TX304711	05/21/79
Eckler's Corvette Parts: Catalog / Accessories Division -- No. 1	TX125006	07/05/78
Eckler's Corvette Parts: Catalog / Accessories Division -- No. 1	TX251851	11/28/78
Eckler's Corvette Parts: Catalog / Accessories Division -- No. 1	TX325982	09/07/79
Eckler's Corvette Parts: Catalog / Accessories Division -- No. 1	TX442849	03/31/80
Eckler's Corvette Parts: Fiberglass Division	TX119752	07/17/78
Eckler's Corvette Parts Technical Bulletin: No. 114	TX641867	12/30/80
Eckler's Corvette Parts Technical Bulletin: No. 115	TX641868	12/30/80
Eckler's Corvette Parts: Vinyl Paint: 32 fl. oz. (1 qt.)	TX641869	12/30/80
Eckler's Corvette Parts: Vinyl Paint: 16 fl. oz. (avd)	TX641870	12/30/80
Eckler's Corvette Parts Technical Bulletin: No. 117	TX641871	03/25/91
Eckler's Corvette Parts and Accessories Catalog	TX3049841	03/25/91
Eckler's Corvette Parts and Accessories Catalog	TX3497347	02/24/93

TITLE	REG'N NO.	REG'N DATE
Eckler's Corvette Parts and Accessories Catalog	TX3538743	02/24/93
Eckler's Corvette Parts and Accessories Catalog	TX2466282	12/09/88
Eckler's Corvette Parts and Accessories Catalog	TX2574501	05/25/89
Eckler's Corvette Parts and Accessories Catalog	TX2662852	12/15/89
Eckler's Corvette Parts and Accessories Catalog	TX2751166	11/02/89
Eckler's Motoring Accessories: Camaros, Firebirds, Z28's, 's: Catalog	TX2220101	12/16/87
Eckler's Motoring Accessories: Camaros, Firebirds, Z28's Trans Am's: Catalog	TX1690236	11/04/85
Eckler's Motoring Accessories: Camaros, Firebirds, Z28's Trans Am's: Catalog	TX1882588	07/18/86
Eckler's Quality Parts & Accessories for Camaros: Camaro IROC Z-28, Spring/Summer 1990	TX2886615	08/13/90
Eckler's Supplement Catalog	TX3584582	10/24/90
Eckler's 1958-82 Corvette Parts and Accessories Catalog, Spring/ Summer 1990	TX2840369	04/27/90
Eckler's 1984-90 Corvette Parts and Accessories Catalog, Spring/Summer 1990	TX2840370	04/27/90
Eckler's 1953-82 Corvette Restoration Parts Catalog: No. 350	TX2858767	07/10/90
Installation Instructions for C-514 (73-74) and C-614 (75-78) Front Bumper Replacement Panel: Technical Bulletin No. 106	TX186529	10/05/78
Technical Bulletin	TX189630	10/05/78
Technical Bulletin	TX189631	10/05/78
Technical Bulletin	TX191249	02/14/79
Technical Bulletin	TX191250	02/14/79
The Most Complete Line of Corvette Parts and Accessories: Catalog 11	TX574502	10/29/80
The Most Complete Line of Corvette Parts and Accessories: Catalog 12	TX717674	06/26/81
Eckler's Corvette Parts & Accessories Catalog	TX2466283	12/9/88
Eckler's Corvette Parts & Accessories Catalog	TX2545258	4/28/89
Eckler's Corvette Parts & Accessories Catalog (covers 1953-820)	TX3062995	3/26/91
Eckler's 1953-1999 Corvette Parts and Accessories: 1999 Catalog No. 129	TX5277248	3/20/01
Eckler's Corvette Parts and Accessories Catalog No. 128A	TX4938523	12/2/98
In Process No. 109885684	Pending	9/22/99
In Process No. 120804540	Pending	3/19/01
In Process No. 107387879	Pending	6/1/99
Eckler's 1958-2001 Corvette parts & accessories: 2001, spring/summer catalog no.131	TX5484941 †	
Eckler's 1958-1962 Corvette parts & accessories: 2003 C1 specialty catalog no. 133	TX5718186†	

† Currently in the name of Eckler Industries, LLC.

TITLE	REG'N NO.	REG'N DATE
Eckler's 1997-2003 Corvette parts & accessories: 2003 C5 specialty catalog no. 523	TX5718187	
Eckler's 1968-1982 Corvette parts & accessories: 2003 C3 specialty catalog no. 323	TX5718188	
Eckler's 1963-1967 Corvette parts & accessories: 2003 C2 specialty catalog no. 233	TX5718189	
Eckler's 1984-1996 Corvette parts & accessories: 2003 C4 specialty catalog no. 423	TX5743668	
Eckler's 1958-2003 Corvette parts & accessories: 2003, spring/summer catalog no.203	TX5743669	
Eckler's 1967-81 Camaro parts & accessories, summer 2003: catalog no.2603	TX5889329	
Eckler's 1967-81 Camaro parts & accessories: 2004 catalog no.404	TX5979038	
Eckler's 1958-2001 Corvette parts & accessories, 2003: C1-C5 specialty catalog no.1553	TX5889328	
Restoration & judging guidelines manual	TX2683521	
The tech book, vol. 1 & 2	TX3908247	

SCHEDULE C

TRADEMARK REGISTRATIONS

MARK	FILING DATE	STATUS	SERIAL NO.	REG. NO.	FIRST USE DATE
ECKLER'S	07/06/1990	Registered	74-076108	1660186	May 08, 1975