

**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
Car Toys, Inc.		09/09/2005	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	Webster Business Credit Corporation
Street Address:	73 Belmont Street
Internal Address:	2nd Floor
City:	South Easton
State/Country:	MASSACHUSETTS
Postal Code:	02375
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	76624011	BETTER THAN FREE
Registration Number:	1954012	CAR TOYS
Registration Number:	2743535	CAR TOYS
Registration Number:	2541029	CARTOPIA
Registration Number:	2942377	CARTOYS.COM
Registration Number:	2836149	PRICE GUARD
Serial Number:	76603925	WIRELESS ADVOCATES
Registration Number:	2737685	WIRELESS SCHOLAR

CORRESPONDENCE DATA

Fax Number: (617)248-4000  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 6172484877  
 Email: tadmin@choate.com  
 Correspondent Name: Heather E. Balmat

OP \$215.00 76624011

Address Line 1: Two International Place  
Address Line 2: Choate, Hall & Stewart, LLP  
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2004945.0011 (CAR TOYS)
NAME OF SUBMITTER:	Heather E. Balmat
Signature:	/Heather E. Balmat/
Date:	12/22/2005

Total Attachments: 7  
source=cartoys#page1.tif  
source=cartoys#page2.tif  
source=cartoys#page3.tif  
source=cartoys#page4.tif  
source=cartoys#page5.tif  
source=cartoys#page6.tif  
source=cartoys#page7.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of September 9, 2005 by and between CAR TOYS, INC., a Washington corporation ("Grantor"), and WEBSTER BUSINESS CREDIT CORPORATION, as agent for each of the Lenders referred to below (in such capacity, the "Agent") for its own benefit and the benefit of the other Secured Parties referred to below.

### Introduction

Pursuant to the Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented and/or modified from time to time, the "Loan Agreement") by and among the Grantor, the Agent and the financial institutions from time to time party thereto as Lenders (the "Lenders" and, collectively with the Agent, "Secured Parties" and each a "Secured Party"), the Secured Parties have agreed, subject to the terms and conditions set forth therein, to make revolving credit loans, term loans, issue letters of credit and provide other financial accommodations to the Grantor (collectively, the "Loans"). Under the Loan Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent, for its own benefit and the benefit of the other Secured Parties, a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of the Obligations under, and as defined in, the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Agent and Lenders to enter into the Loan Agreement and make Loans to the Grantor pursuant thereto, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

SECTION 2. Grant of Security Interest. To secure the prompt performance of the Obligations, the Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Agent, for its benefit and the ratable benefit of each other Secured Party, and hereby grants to the Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

- (a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I attached hereto name, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or

any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (each, a "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I; and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the ratable benefit of each other Secured Party under the Loan Agreement. The Loan Agreement (and all rights and remedies of each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the disposition of Trademark Collateral in accordance with the Loan Agreement or (ii) the full and final discharge of the Obligations and the termination of the Secured Parties' obligations to provide Loans under the Loan Agreement, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such disposition or termination, the Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Agent hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor further acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

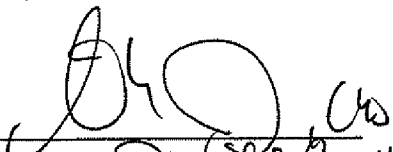
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 8. Governing Law. This Agreement shall be construed under and governed by the laws of The Commonwealth of Massachusetts.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

CAR TOYS, INC.

By:   
Name: Daniel Bretten  
Title: CEO

AGENT:

WEBSTER BUSINESS CREDIT  
CORPORATION, as Agent

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

CAR TOYS, INC.

By: \_\_\_\_\_

Name:

Title:

AGENT:

WEBSTER BUSINESS CREDIT  
CORPORATION, as Agent

By:  \_\_\_\_\_

Name: *Brian Kennedy*

Title: *Vice President*

Mark	Filing Date	Serial Number	Registration Number	Status	Attorneys of Record
<b>BETTER THAN FREE</b> Class 035 – Retail stores featuring automobile sound systems, personal communication devices and accessories, namely, wireless telephones and pagers. Class 037 – Installation of automobile sound systems, personal communication devices, accessories, namely, wireless telephones and pagers; automotive sound systems and automotive accessories.	12/08/04	76624011	N/A	Newly filed application; applicant amended application prior to examination by PTO.	Katherine Hendricks Hendricks & Lewis
<b>CAR TOYS</b> Class 009 - Cancelled, surrendered, or expired. Class 012 – Cancelled, surrendered, or expired. Class 037 – Installation and repair of cellular telephones, alarm systems and audio equipment installed in vehicles. Class 042 – Retail store services featuring electronic products for use in automobiles.	11/16/93	74458753	1954012 (Principal Register)	Registered 02/06/96; Renewal due 02/06/06.	Lee E. Johnson Christensen O'Connor
<b>CAR TOYS</b>	04/25/01	76246267	2743535	Registered	Lee E.

Mark	Filing Date	Serial Number	Registration Number	Status	Attorneys of Record
Class 035 – Retail store services feature electronic products for use in automobiles provided over a global compute network.			(Principal Register)	07/29/03; Section 8 & 15 due 07/29/09.	Johnson Christensen O'Connor
<b>CARTOPIA</b> Class 041 – Entertainment in the nature of automobile stereo competitions.	05/07/99	75699570	2541029 (Principal Register)	Registered 02/19/02; Section 8 & 15 due 02/19/08.	Lee E. Johnson Christensen O'Connor
<b>CARTOYS.COM</b> Class 035 – On-line retail store services featuring electronic products, wireless products, and accessories for use in automobiles.	4/25/01	76247126	2942377 (Principal Register)	Registered 04/19/05; Section 8 & 15 Due 04/19/11.	Lee E. Johnson Christensen O'Connor
<b>PRICE GUARD</b> Class 036 – Providing purchase price guarantees for electronic products, wireless products and accessories.	03/27/03	76501960	2836149 (Principal Register)	Registered 04/27/04; Section 8 & 15 due 04/27/10.	Katherine Hendricks Hendricks & Lewis



Mark	Filing Date	Serial Number	Registration Number	Status	Attorneys of Record
<b>WIRELESS ADVOCATES</b> Class 009 – Cellular telephones, personal communications products, namely, modems, pagers and data input devices, computer software to operate the foregoing products, and accessories and parts for cellular telephones and personal communications products. Class 042 – Retail outlets featuring telecommunications and other electronic products.	07/26/04	76603925	N/A	Priority Action mailed by PTO 03/07/05; paper received by PTO 05/25/05.	Katherine Hendricks Hendricks & Lewis
<b>WIRELESS SCHOLAR</b> Class 035 – Providing trade information about electronic equipment for vehicles via a global computer network.	11/07/00	76161145	2737685 (Principal Register)	Registered 7/15/03; Section 8 & 15 due 07/15/09.	Lee E. Johnson Christensen O'Connor