

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EZ Lube, LLC	FORMERLY EZ Lube, Inc., a California corporation	12/13/2005	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent		
<b>Street Address:</b>	600 E. Las Colinas Blvd., Suite 400		
<b>City:</b>	Irving		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75039		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1810203	EZ LUBE	
Registration Number:	2361970		
Registration Number:	2355105	EZ LUBE FAST OIL CHANGE EXPERTS	
Registration Number:	2345342		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(213)443-2926		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	213-617-5493		
<b>Email:</b>	jcravitz@sheppardmullin.com		
<b>Correspondent Name:</b>	Sheppard, Mullin, Richter & Hampton LLP		
<b>Address Line 1:</b>	333 S. Hope St., 48th Floor		
<b>Address Line 2:</b>	Attn: J. Cravitz		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>NAME OF SUBMITTER:</b>	Julie Cravitz		

CH \$115.00 1810203

Signature:	/julie cravitz/
Date:	01/12/2006
<b>Total Attachments: 15</b> source=EZ lube tm#page1.tif source=EZ lube tm#page2.tif source=EZ lube tm#page3.tif source=EZ lube tm#page4.tif source=EZ lube tm#page5.tif source=EZ lube tm#page6.tif source=EZ lube tm#page7.tif source=EZ lube tm#page8.tif source=EZ lube tm#page9.tif source=EZ lube tm#page10.tif source=EZ lube tm#page11.tif source=EZ lube tm#page12.tif source=EZ lube tm#page13.tif source=EZ lube tm#page14.tif source=EZ lube tm#page15.tif	

## AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is made and entered into as of December 13, 2005 by **EZ LUBE, LLC.**, a Delaware limited liability company ("**Borrower**"), in favor of and for the benefit of the Secured Party (as defined below). Terms defined in the Credit Agreement (as defined below) and not otherwise defined in this Agreement shall have the meanings defined for those terms in the Credit Agreement.

### RECITALS

A. EZ Lube, Inc., a California corporation (the "**Existing Borrower**") entered into a credit agreement, dated as of June 1, 2005, with Goldman Sachs Specialty Lending Group, L.P., as administrative agent (the "**Existing Agent**") for the lenders party thereto (as amended, supplemented or otherwise modified on or prior to the date hereof, the "**Existing Credit Agreement**").

B. In connection with the Existing Credit Agreement, Borrower executed and delivered that certain Trademark Security Agreement, dated as of June 1, 2005, in favor of the secured party thereunder (as amended, supplemented or otherwise modified on or prior to the date hereof, the "**Existing Trademark Security Agreement**") recorded with the United States Patent and Trademark Office on June 6, 2005, Reel/Frame: 003097/0291, pursuant to which the Existing Borrower granted certain security interests to such secured party.

C. Borrower has entered into an Amended and Restated Credit Agreement of even date herewith (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and among Borrower, Goldman Sachs Specialty Lending Group, L.P. as Administrative Agent, Collateral Agent, Lead Arranger, Syndication Agent and Documentation Agent (the "**Collateral Agent**") for the Lenders party thereto (the "**Lenders**"), which Credit Agreement (i) amends and restates the Existing Credit Agreement in full and (ii) continues to make certain credit facilities available to Borrower.

D. As a condition to the continued availability of such credit facilities, Borrower is required to enter into this Agreement to (i) amend and restate the Existing Trademark Security Agreement in full and (ii) secure the performance and payment in full of Borrower's Obligations under the Credit Agreement, in each case, on the terms and conditions set forth below.

### AGREEMENT

NOW, THEREFORE, in order to induce Lenders to extend the aforementioned credit facilities, and for other good and valuable consideration, the receipt and adequacy of which hereby is acknowledged, Borrower hereby represents, warrants, covenants, agrees, assigns and grants as follows:

1. Definitions. Terms defined in the Credit Agreement and not otherwise defined in this Agreement shall have the meanings defined for those terms in the Credit

Agreement. As used in this Agreement, the following terms shall have the meanings respectively set forth after each:

"Agreement" means this Trademark Security Agreement, and any extensions, modifications, renewals, restatements, supplements or amendments hereof.

"Collateral" means and includes all of the following: (a) all of Borrower's now-existing, or hereafter acquired, right, title, and interest in and to all of Borrower's trademarks, trade names, trade styles, and service marks; all prints and labels on which said trademarks, trade names, trade styles, and service marks appear, have appeared, or will appear, and all designs and general intangibles of a like nature; all applications, registrations, and recordings relating to the foregoing in the United States Patent and Trademark Office ("USPTO") or in any similar office or agency of the United States, any State thereof, or any political subdivision thereof, or in any other countries, and all reissues, extensions, and renewals thereof, including those trademarks, terms, designs, and applications described in Schedule 1 hereto (the "**Trademarks**"); (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (c) any and all proceeds of any of the foregoing, including any claims by Borrower against third parties for past, present and future infringement of the Trademarks or any licenses with respect thereto.

"Debtor Relief Laws" means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"Secured Obligations" means any and all present and future Obligations of every kind or nature of Borrower at any time and from time to time owed to the Secured Party or any one or more of them, under any one or more of the Credit Documents, whether due or to become due, matured or unmatured, liquidated or unliquidated, or contingent or noncontingent, including Obligations of performance as well as Obligations of payment, and including interest that accrues after the commencement of any proceeding under any Debtor Relief Law by or against Borrower, whether or not allowed as a claim in such proceeding. Without limitation on the foregoing, the obligations and Indebtedness of Borrower to the Lenders and their Affiliates under any Secured Interest Rate Agreement now or hereafter entered into by the Borrower with the Lenders or their Affiliates are Secured Obligations hereunder.

"Secured Party" means the Collateral Agent, acting as the Collateral Agent or on behalf of the Lenders or an Affiliate of a Lender party to a Secured Interest Rate Agreement, and each of them, and any one or more of them. Subject to the terms of the Credit Agreement, any right, remedy, privilege or power of the Secured Parties shall be exercised by the Collateral Agent.

2. Incorporation of Representations, Warranties, Covenants and Other Provisions of Credit Documents. All representations, warranties, affirmative and negative covenants and other provisions contained in any Credit Document that are applicable to Credit

Documents generally are fully applicable to this Agreement and are incorporated herein by this reference as though fully set forth in full.

3. Security Interest. For valuable consideration, Borrower hereby grants to Secured Party, to secure the prompt and indefeasible payment and performance of the Secured Obligations, and each of them, a security interest in all of the presently existing and hereafter acquired Collateral. This Agreement is a continuing and irrevocable agreement and all the rights, powers, privileges and remedies hereunder shall apply to any and all Secured Obligations, including those arising under successive transactions which shall either continue the Secured Obligations, increase or decrease them, or from time to time create new Secured Obligations after all or any prior Secured Obligations have been satisfied, and notwithstanding the bankruptcy of Borrower or any other Person.

4. Representations, Warranties and Covenants. Borrower represents, warrants and agrees that:

(a) The Collateral described on Schedule 1 is valid and subsisting in full force and effect, and Borrower owns the sole, full, and clear title thereto, except as set forth in the last sentence of this subsection (a), and has the right and power to grant the security interests granted hereunder. Borrower will, at its expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral, including, without limitation, the filing of any renewal affidavits and applications, except to the extent that Borrower determines in its sole reasonable business judgment that the maintenance of a given item of Collateral is commercially unreasonable under the circumstances. Except for any licenses granted in the ordinary course of business, the Collateral is not subject to any Liens, claims, mortgages, assignments or licenses of any nature whatsoever, whether recorded or unrecorded, except as provided in favor of Secured Party and except for Permitted Liens and as listed in Schedule 2 hereto.

(b) As of the date hereof, Borrower does not have any Trademarks registered, or subject to pending applications, in the USPTO or any other country other than those described in Schedule 1.

(c) Except as listed on Schedule 2, to the best of Borrower's knowledge, there are no actions, suits, proceedings or investigations pending or threatened against Borrower before any Governmental Authority which, if determined adversely to Borrower, would cause the Collateral, or any material portion thereof, to be adjudged invalid or unenforceable, in whole or in part.

(d) Borrower shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or Lien upon, encumber, grant an exclusive or nonexclusive license or sublicense relating thereto, except as permitted herein or under the Credit Agreement, and except for licenses granted in the ordinary course of business, or otherwise dispose of any of the Collateral without the prior written consent of Secured Party except as permitted under the Credit Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder or under the Credit Agreement.

(e) In connection with any application for the registration of a trademark with the USPTO or any similar office or agency in the United States, any State therein, or any other country, Borrower shall provide prompt written notice (in any event, no later than sixty (60) days after any such action is taken) to Secured Party of such action. Upon request of Secured Party, Borrower shall execute and deliver to Secured Party any and all documents as may be reasonably requested by Secured Party to evidence the grant of a security interest in such trademark to Secured Party. Borrower authorizes Secured Party to modify this Agreement by amending Schedule 1 to include any new trademark or service mark, and any trademark or service mark renewal of Borrower applied for and obtained hereafter.

(f) Borrower has not abandoned any of the Trademarks described on Schedule 1, and Borrower will not do any act, or omit to do any act, whereby the Trademarks may become abandoned or cancelled unless Borrower determines in its reasonable business judgment that such act or omission is commercially reasonable under the circumstances. Borrower shall notify Secured Party immediately if it knows, or has reason to know, of any reason why any application, registration, or recording is likely to become abandoned or cancelled.

(g) Borrower will render any reasonable assistance, as Secured Party may reasonably determine is necessary, to Secured Party in any proceeding before the USPTO, any federal or state court, or any similar office or agency in the United States, or any State therein, or any other country, to maintain the Trademarks and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability, and opposition, interference, and cancellation proceedings, except to the extent that the Borrower determines in its reasonable business judgment that the maintenance of a given Trademark is commercially reasonable under the circumstances.

(h) In the event of any material infringement of any of the Trademarks by a third party, Borrower shall promptly notify Secured Party of such infringement and take commercially reasonable actions against such infringement. Upon the occurrence and during the continuance of an Event of Default, if Borrower shall fail to take such commercially reasonable action within one (1) month after such notice is given to Secured Party, then: (i) Secured Party may, but shall not be required to, itself take such action in the name of Borrower; (ii) Borrower hereby appoints Secured Party the true and lawful attorney of Borrower, for it and in its name, place and stead, on behalf of Borrower, to commence judicial proceedings in any court or before any other tribunal to enjoin and recover damages for such infringement, any such damages due to Borrower, net of costs and reasonable attorneys' fees, to be applied to the Secured Obligations; and (iii) if requested by Secured Party, Borrower, at its expense, shall join with Secured Party in such action.

(i) Borrower assumes all responsibility and liability arising from the use of the Trademarks, and Borrower hereby indemnifies and holds the Secured Party harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted,

or sold by Borrower (or any of its Affiliates or Subsidiaries) in connection with any Trademark or out of the manufacture, promotion, labeling, sale, or advertisement of any such product by Borrower or any of its Affiliates or Subsidiaries.

(j) In any action or proceeding instituted by Secured Party in connection with any matters arising at any time out of, or with respect to, this Agreement, upon the occurrence and during the continuance of an Event of Default, Borrower will not interpose any counterclaim of any nature.

(k) The execution, delivery and performance of this Agreement is within the power of Borrower and has been duly authorized by all necessary corporate action and to the best of Borrower's knowledge do not contravene any law, rule, regulation or any judgment, decree or order of any tribunal or of any agreement to which Borrower is a party or by which any of its property is bound.

(l) Borrower shall promptly notify Secured Party in writing of any adverse determination in any proceeding in the USPTO or any other foreign or domestic Governmental Authority, court or body, regarding Borrower's claim of ownership in any of the Trademarks.

(m) Borrower shall, at its sole expense, do, make, execute and deliver all such additional and further acts, things, deeds, assurances, and instruments, in each case in form and substance satisfactory to Secured Party, relating to the creation, validity, or perfection of the security interests and collateral assignments provided for in this Agreement under 35 U.S.C. Section 261, 15 U.S.C. Section 1051 et seq., the Uniform Commercial Code or other law of the United States, the State of New York, or of any countries or other States as Secured Party may from time to time reasonably request, and shall take all such other action as the Secured Party may reasonably require to perfect Secured Party's security interest in any of the Collateral and to completely vest in and assure to Secured Party its rights hereunder or in any of the Collateral, and Borrower hereby irrevocably authorizes Secured Party or its designee, at Borrower's expense, to execute such documents, and file such financing statements with respect thereto with or without Borrower's signature, as Secured Party may reasonably deem appropriate. In the event that any recording or refileing (or the filing of any statement of continuation or assignment of any financing statement) or any other action, is required at any time to protect and preserve such security interest and collateral assignments, Borrower shall, at its sole cost and expense, cause the same to be done or taken at such time and in such manner as may be necessary and as may be reasonably requested by Secured Party. Borrower further authorizes Secured Party to have this or any other similar assignment or security agreement recorded or filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

(n) Secured Party is hereby irrevocably appointed by Borrower as its lawful attorney and agent, with full power of substitution to execute and deliver on behalf of and in the name of Borrower, such financing statements, collateral assignments, pledges and other documents and agreements, and to take such other action as Secured Party may deem reasonably necessary for the purpose of perfecting, protecting or

effecting the security interests granted herein and effected hereby, and any mortgages or Liens necessary or desirable to implement or effectuate the same, under any applicable law, and Secured Party is hereby authorized to file on behalf of and in the name of Borrower, at Borrower's sole expense, such financing statements, collateral assignments, documents, and agreements in any appropriate governmental office.

(o) Secured Party may, in its sole discretion, pay any amount, or do any act which Borrower fails to pay or do as reasonably required hereunder or as reasonably requested by Secured Party to preserve, defend, protect, maintain, record, amend, or enforce the Secured Obligations, the Collateral, or the Lien granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, and reasonable attorneys' fees. Borrower will be liable to Secured Party for any such reasonable payment, which payment shall be deemed an advance by the Lenders to Borrower, shall be payable on demand, together with interest at the rate(s) set forth in the Credit Agreement, and shall be part of the Secured Obligations.

5. Retention of Rights. Unless and until there shall have occurred and be continuing an Event of Default, Borrower shall retain the right to use the Collateral in the ordinary course of Borrower's business.

6. Inspection. Borrower hereby grants to Secured Party and its representatives the right to inspect Borrower's properties wherein the Trademarks are used and records relating thereto.

7. Events of Default. Any "Event of Default" as defined in the Credit Agreement shall constitute an Event of Default hereunder.

8. Rights and Remedies. Upon the occurrence and during the continuance of any such Event of Default, in addition to all other rights and remedies of Secured Party, whether provided under law, the Credit Agreement or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Borrower, except as such notice or consent is expressly provided for hereunder.

(a) Secured Party may use any of the Trademarks for the sale of goods, completion of work in process, or rendering of services in connection with enforcing any Lien granted to Secured Party by Borrower or any Affiliate or Subsidiary of Borrower.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions and in such manner, as Secured Party shall, in its sole discretion, deem appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or nonexclusive basis throughout all or part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell, or otherwise dispose of the Collateral, or any part thereof, either with or without special conditions or stipulations, except that Secured Party agrees to provide Borrower with ten (10) days' prior written



notice of any proposed disposition of the Collateral. The requirement of sending notice conclusively shall be met if such notice is mailed, first class mail, postage prepaid, to Borrower. Borrower expressly waives any right to receive notice of any public or private sale of any Collateral or other security for the Secured Obligations except as expressly provided in this Section 8(c). To the extent permitted by applicable law, Secured Party shall have the power to buy the Collateral, or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in Secured Party's sole discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Borrower shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to Section 8(c) hereof, Secured Party may, at any time, execute and deliver, on behalf of Borrower, pursuant to the authority granted in powers of attorney, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Borrower agrees to pay Secured Party, on demand, all costs incurred in any such transfer of the Collateral, including, but not limited to any taxes, fees, and reasonable attorneys' fees.

(e) Secured Party may apply the proceeds actually received from any such license, assignment, sale, or other disposition of Collateral first to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel, and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Secured Obligations as provided in the Credit Agreement. Borrower shall remain liable to Secured Party for any expenses or Secured Obligations remaining unpaid after the application of such proceeds, and Borrower will pay Secured Party, on demand, any such unpaid amount, together with interest at the rate(s) set forth in the Credit Agreement.

(f) If any such license, assignment, sale, or other disposition of the Collateral (or any part thereof) is made, Borrower shall supply to Secured Party, or Secured Party's designee, Borrower's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Borrower's customer lists and other records relating to the Trademarks and the distribution hereof, subject to the terms of the Credit Agreement.

Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under law, the Credit Agreement, this Agreement, or otherwise shall be cumulative, and none is exclusive of any right or remedy otherwise provided herein or in any of the other Credit Documents, at law or in equity. Such rights and remedies may be enforced alternatively, successively, or concurrently.

9. Waivers.

(a) Borrower hereby waives any and all rights that it may have to a judicial hearing, if any, in advance of the enforcement of any of Secured Party's rights hereunder, including, without limitation, its rights following any Event of Default to take immediate possession of the Collateral and exercise its rights with respect thereto.

(b) Secured Party shall not be required to marshal any present or future security for (including, but not limited to, this Agreement and the Collateral subject to a Lien hereunder), or guaranties of, the Secured Obligations or any of them, or to resort to such security or guaranties in any particular order. Borrower hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of Secured Party's rights under this Agreement or any other instrument evidencing any of the Secured Obligations or by which any of such Secured Obligations is secured or guaranteed, and Borrower hereby irrevocably waives the benefits of all such laws.

(c) Except for notices specifically provided for herein or any of the other Credit Documents, Borrower hereby expressly waives demand, notice, protest, notice of acceptance of this Agreement, notice of Loans made, credit extended, collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect both to Secured Obligations and any collateral thereof, Borrower assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, of any Person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as Secured Party may deem advisable. Secured Party shall have no duty as to the protection of the Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto except as otherwise required by law. Secured Party may exercise its rights with respect to the Collateral without resorting or regard to other collateral or sources of reimbursement for liability. Secured Party shall not be deemed to have waived any of its rights upon or under the Credit Agreement or the Collateral unless such waiver be in writing and signed by the Secured Party. No delay or omission on the part of the Secured Party in exercising any right shall operate as a waiver of any right on any future occasion. All rights and remedies of the Secured Party under the Credit Agreement or on the Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly or concurrently.

10. Costs and Expenses.

(a) Borrower will pay any and all charges, costs and taxes incurred in implementing or subsequently amending this Agreement, including, without limitation, recording and filing fees, appraisal fees, stamp taxes, and reasonable fees and disbursements of Secured Party's counsel incurred by Secured Party, and the allocated cost of in-house counsel to Secured Party, in connection with this Agreement, and in the enforcement of this Agreement and in the enforcement or foreclosure of any Liens,

security interests or other rights of the Secured Party under this Agreement, or under any other documentation heretofore, now, or hereafter given to Secured Party in furtherance of the transactions contemplated hereby.

(b) Borrower agrees to reimburse Secured Party for and indemnify it against, any and all losses, expenses and liabilities (including liabilities for penalties) of whatever kind or nature sustained and reasonably incurred in connection with any claim, demand, suit or legal or arbitration proceeding relating to this Agreement, or the exercise of any rights or powers hereunder, including reasonable attorneys' fees and disbursements, and the allocated cost of in-house counsel to the Secured Party.

11. Miscellaneous.

(a) Borrower and Secured Party may from time to time agree in writing to the release of certain of the Collateral from the security interest created hereby.

(b) This Agreement and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by, and construed in accordance with, the laws of the state of New York.

(c) Any notice, request, demand or other communication required or permitted under this Agreement shall be in writing and shall be deemed to be properly given if done in accordance with Section 9.1 of the Credit Agreement.

(d) Except as otherwise set forth in the Credit Agreement, the provisions of this Agreement may not be modified, amended, restated or supplemented, whether or not the modification, amendment, restatement or supplement is supported by new consideration, except by a written instrument duly executed and delivered by Secured Party and Borrower.

(e) Except as otherwise set forth in the Credit Agreement or this Agreement, any waiver of the terms and conditions of this Agreement, or any Event of Default and its consequences hereunder or thereunder, and any consent or approval required or permitted by this Agreement to be given, may be made or given with, but only with, the written consent of Secured Party on such terms and conditions as specified in the written instrument granting such waiver, consent or approval.

(f) Any failure or delay by Secured Party to require strict performance by Borrower of any of the provisions, warranties, terms, and conditions contained herein, or in any other agreement, document, or instrument, shall not affect Secured Party's right to demand strict compliance and performance therewith, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein, or in any other agreement, document, or instrument, shall be deemed to have been waived by any act or knowledge of Secured Party, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Borrower, specifying such waiver.

(g) If any term or provision of this Agreement conflicts with any term or provision of the Credit Agreement, the term or provision of the agreement affording the Collateral Agent the greater protection and rights shall control.

(h) If any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

(i) This Agreement shall be binding upon, and for the benefit of, the parties hereto and their respective legal representatives, successors, and assigns.

(j) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same agreement.

12. Continuing Effect. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Borrower for liquidation or reorganization, should Borrower become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of Borrower's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by Collateral Agent or any Lender, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment or any part thereof is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

13. Release of Borrower. This Agreement and all Secured Obligations of Borrower hereunder shall be released when all Secured Obligations have been paid in full in cash or otherwise performed in full and when no portion of the Commitments remains outstanding. Upon such release of Borrower's Secured Obligations hereunder, Secured Party shall return any Collateral to Borrower, or to the Person or Persons legally entitled thereto, subject to the terms of the Intercreditor Agreement (as defined in the Credit Agreement), and shall endorse, execute, deliver, record and file all instruments and documents, and do all other acts and things, reasonably required for the return of the Collateral to Borrower, or to the Person or Persons legally entitled thereto, subject to the terms of the Intercreditor Agreement, and to evidence or document the release of Secured Party's interests arising under this Agreement, all as reasonably requested by, and at the sole expense of, Borrower.

14. Additional Powers and Authorization. Secured Party shall be entitled to the benefits accruing to it as Collateral Agent under the Credit Agreement and the other Credit Documents. Notwithstanding anything contained herein to the contrary, Secured Party may employ agents, trustees, or attorneys-in-fact and may vest any of them with any property (including, without limitation, any Collateral assigned hereunder), title, right or power deemed necessary for the purposes of such appointment.

15. **GOVERNING LAW.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF.

16. Amendment and Restatement; Loan Document. This Agreement (a) amends, restates, replaces and supersedes in its entirety the Existing Trademark Security Agreement, without constituting a novation thereof, (ii) shall constitute the Trademark Security Agreement referred to in the Credit Agreement and (iii) is one of the "Credit Documents" referred to in the Credit Agreement.

*[signature page follows]*

IN WITNESS WHEREOF, Borrower has executed this Agreement by its duly authorized officer as of the date first written above.

EZ LUBE, LLC

By: 

Name: Richard D. Teasta

Title: Chief Executive Officer

By: 

Name: Michael J. Dobson

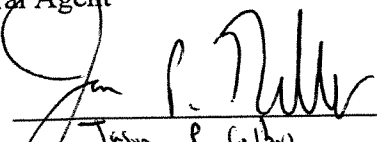
Title: President

[Trademark Security Agreement]

**TRADEMARK**  
**REEL: 003226 FRAME: 0276**

ACKNOWLEDGED:

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.,  
as Administrative Agent, Lead Arranger,  
Documentation Agent, Syndication Agent and  
Collateral Agent

By:   
Name: Jason P. Galbraith  
Title: Vice President

[Trademark Security Agreement]

**SCHEDULE 1**

**U.S. Trademark Registrations**

<b>Trademark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
<b>EZ LUBE</b>	1810203	December 7, 1993
<b>EZ LUBE (Design – Oil Drop)</b>	2361970	June 27, 2000
<b>EZ LUBE (Design Plus Words)</b>	2355105	June 6, 2000
<b>EZ LUBE (Design – Dip Stick)</b>	2345342	April 25, 2000



SCHEDULE 2

Pending Litigation

None