

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
BABCOX PUBLICATIONS LLC		02/28/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	CIT LENDING SERVICES CORPORATION
Street Address:	1 CIT Drive
City:	Livingston
State/Country:	NEW JERSEY
Postal Code:	07039
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	2216812	ADSCOPE
Registration Number:	2612156	AFTERMARKETWORLD
Serial Number:	78707071	AUTOCAREPRONEWS
Registration Number:	2479640	AUTOMOTIVE REBUILDER
Registration Number:	2638646	BABCOX
Registration Number:	2479638	BODYSHOP BUSINESS
Registration Number:	2479639	BRAKE & FRONT END
Registration Number:	2449237	COUNTERMAN
Registration Number:	2709020	FLEET EQUIPMENT
Registration Number:	2479641	IMPORTCAR
Registration Number:	2982591	INTEGRATED COMMUNICATION SERVICES FOR THE AUTOMOTIVE AFTERMARKET
Registration Number:	3022286	P.A.R.T.S.
Registration Number:	2443358	REBUILDER DIRECT

OP \$565.00 2216812

Registration Number:	3042979	SERVICIO AUTOMOTRIZ
Registration Number:	2093118	SERVING THE AUTOMOTIVE AFTERMARKET IS EVERYTHING WE DO
Serial Number:	78562954	TECHSHOP
Registration Number:	2660796	TOMORROWS TECHNICIAN
Registration Number:	1976815	TRANSPORT TECHNOLOGY TODAY
Registration Number:	2051502	TRUKLINK
Registration Number:	1946137	UNDERHOOD SERVICE
Registration Number:	2312715	AFTERMARKETNEWS.COM
Registration Number:	2487219	TIRE REVIEW

CORRESPONDENCE DATA

Fax Number: (215)851-1420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 215-851-8100
Email: philpdocketing@reedsmith.com
Correspondent Name: Edward F. Behm, Jr.
Address Line 1: P.O. Box 7990
Address Line 2: Intellectual Property
Address Line 4: Philadelphia, PENNSYLVANIA 19101

ATTORNEY DOCKET NUMBER:	869166.20065 (CIT/BABCOX)
NAME OF SUBMITTER:	Edward F. Behm, Jr.
Signature:	/Edward F. Behm, Jr./
Date:	03/10/2006

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 28, 2006 among BABCOX MERGER LLC, a Delaware limited liability company (to be merged immediately following the extension of the initial Loans with and into BABCOX PUBLICATIONS LLC, a Delaware limited liability company, (the "Debtor")), and CIT LENDING SERVICES CORPORATION, a Delaware corporation ("Secured Party"), individually and in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Debtor, the other Credit Parties thereto, Agent and Lenders (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans to the Borrower;

WHEREAS, in order to induce Agent and Lenders to enter into the Credit Agreement and other Loan Documents and to induce Lenders to make the Loans as provided for in the Credit Agreement, Debtor has agreed to grant a continuing Lien on the Collateral (as hereinafter defined) to secure the Obligations;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. DEFINITIONS; INTERPRETATION.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement. All other terms contained in this Security Agreement, unless the context indicates otherwise, have the meanings provided for by the Code to the extent the same are used or defined therein. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Credit Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. SECURITY INTEREST.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Debtor hereby grants to Secured Party a security interest in, and a lien upon, all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for

such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. SUPPLEMENT TO CREDIT AGREEMENT. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Credit Agreement or other security documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. REPRESENTATIONS AND WARRANTIES. Debtor represents and warrants to Secured Party that:

(a) Trademarks. A true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations or applications owned by Debtor, in whole or in part, is set forth in Schedule A.

SECTION 5. FURTHER ACTS. On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the United States Patent and Trademark Office ("PTO") or any applicable

state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Debtor. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any Code filing office deemed appropriate by Secured Party. If the Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Debtor shall notify Secured Party within ten (10) Business Days in a writing signed by the Debtor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

SECTION 6. AUTHORIZATION TO SUPPLEMENT. If Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in accordance with the terms of the Security Agreement in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Debtor's obligations under this Section 6, Debtor authorizes Secured Party to modify this Agreement by amending Schedule A to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

SECTION 7. BINDING EFFECT. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Credit Agreement.

SECTION 8. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than State of New York.

SECTION 9. ENTIRE AGREEMENT; AMENDMENT. This Agreement, the Credit Agreement and the other Loan Documents together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Credit Agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Credit Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Credit Agreement.

SECTION 10. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall

be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 11. TERMINATION. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

SECTION 12. NO INCONSISTENT REQUIREMENTS. Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 13. SEVERABILITY. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

SECTION 14. NOTICES. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Credit Agreement.

[Remainder of page intentionally left blank.]

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

DEBTOR:

BABCOX MERGER LLC

By: 
Name: Philip Thompson
Title: Manager

Immediately following the consummation of the Merger, endorsed by:

BABCOX PUBLICATIONS LLC

By: _____
Name: William E. Babcox
Title: President

SECURED PARTY:

CIT LENDING SERVICES CORPORATION, as Agent

By: _____
Name:
Title:

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

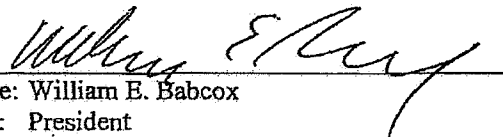
DEBTOR:

BABCOX MERGER LLC

By: _____
Name: Philip Thompson
Title: Manager

Immediately following the consummation of the Merger, endorsed by:

BABCOX PUBLICATIONS LLC

By: 
Name: William E. Babcox
Title: President

SECURED PARTY:

CIT LENDING SERVICES CORPORATION, as Agent

By: _____
Name:
Title:

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

DEBTOR:

BABCOX MERGER LLC

By: _____
Name: Philip Thompson
Title: Manager

Immediately following the consummation of the Merger, endorsed by:

BABCOX PUBLICATIONS LLC

By: _____
Name: William E. Babcox
Title: President

SECURED PARTY:

CIT LENDING SERVICES CORPORATION, as Agent

By: _____
Name: *Donald J. Berg, Jr.*
Title: *Vice President*

SCHEDULE A
to the Trademark Security Agreement
Trademarks and Trademark Applications

MARK	COUNTRY	REGISTERED OR PENDING	SERIAL NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE	STATUS	OWNER
ADSCOPE	U.S.	Registered	75/046,298	22-Jan-96	2,216,812	12-Jan-1999	Renewal Due January 12, 2009	Babcox Publications LLC.
AFTERMARKETNEWS.COM	U.S.	Registered	75/709,358	17-May-99	2,312,715	25-Jan-2000	Renewal Due January 25, 2010	Babcox Publications LLC
AFTERMARKETWORLD	U.S.	Registered	76/229,899	26-Mar-01	2,612,156	27-Aug-2002	Affidavit of Use due August 27, 2008	Babcox Publications LLC
AUTOCAREPRONWS	U.S.	Pending	78/707,071	6-Sep-05			Newly filed application, not yet assigned to Examiner	Babcox Publications LLC
AUTOMOTIVE REBUILDER	U.S.	Registered	76/052,781	22-May-00	2,479,640	21-Aug-2001	Affidavit of Use due August 21, 2007	Babcox Publications LLC
BABCOX AND DESIGN	U.S.	Registered	76/229,894	26-Mar-01	2,638,646	22-Oct-2002	Affidavit of Use due April 22, 2009	Babcox Publications LLC
BODYSHOP BUSINESS	U.S.	Registered	76/052,676	22-Mar-00	2,479,638	21-Aug-2001	Affidavit of Use due August 21, 2007	Babcox Publications LLC

MARK	COUNTRY	REGISTERED OR PENDING	SERIAL NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE	STATUS	OWNER
BRAKE & FRONT END	U.S.	Registered	76/052,780	22-May-00	2,479,639	21-Aug-2001	Affidavit of Use due August 21, 2007	Babcox Publications LLC
COUNTERMAN	U.S.	Registered	76/052,779	22-May-00	2,449,237	8-May-2001	Affidavit of Use due May 8, 2007	Babcox Publications LLC
FLEET EQUIPMENT	U.S.	Registered	76/400,513	26-Apr-02	2,709,020	22-Apr-2003	Affidavit of Use due April 22, 2009	Babcox Publications LLC
IMPORT CAR	U.S.	Registered	76/052,795	22-May-00	2,479,641	21-Aug-2001	Affidavit of Use due August 21, 2007	Babcox Publications LLC
INTEGRATED COMMUNICATION SERVICES FOR THE AUTOMOTIVE AFTERMARKET	U.S.	Registered	76/521,531	9-Jun-03	2,982,591	9-Aug-2005	Affidavit of Use Due August 9, 2011	Babcox Publications LLC
P.A.R.T.S	U.S.	Registered	78/544,851	10-Jan-05	3,022,286	29-Nov-2005	Affidavit of Use due May 29, 2015	Babcox Publications LLC
REBUILDER DIRECT	U.S.	Registered	75/706,341	14-May-99	2,443,358	10-Apr-2001	Affidavit of Use due April 10, 2007	Babcox Publications LLC
SERVICIO AUTOMOTRIZ	U.S.	Registered	78/496,860	8-Oct-04	3,042,979	10-Jan-2006		Babcox Publications LLC

MARK	COUNTRY	REGISTERED OR PENDING	SERIAL NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE	STATUS	OWNER
SERVICIO AUTOMOTRIZ	Mexico	Pending					Awaiting confirmation from our Mexican Associate	Babcox Publications LLC
SERVING THE AUTOMOTIVE AFTERMARKET IS EVERYTHING WE DO	U.S.	Registered	75/159/758	3-Sep-96	2,093,118	2-Sep-1997	Renewal Due September 2, 2007	Babcox Publications LLC
TECH SHOP	U.S.	Registered	78/562,954	8-Feb-05			Suspended per suspension notice dated October 7, 2005	Babcox Publications LLC
TIRE REVIEW	U.S.	Registered	76/052,786	22-May-00	2,487,786	11-Sep-2001	Affidavit of Use due September 11, 2007	Babcox Publications LLC
TOMORROW'S TECHNICIAN	U.S.	Registered	76/331,096	29-Oct-01	2,660,796	10-Dec-2002	Affidavit of Use due December 10, 2008	Babcox Publications LLC
TRANSPORT TECHNOLOGY TODAY	U.S.	Registered	74/701,873	17-Jul-95	1,976,815	28-May-1996	Renewal Due May 28, 2016	Babcox Publications LLC
TRUCKLINK	U.S.	Registered	74/703,689	20-Jul-95	2,051,502	8-Apr-1997	Renewal Due April 8, 2007	Babcox Publications LLC
UNDERHOOD SERVICE	U.S.	Registered	74/548,249	13-Jul-94	1,946,137	2-Jan-1996	Renewal Due January 2, 2016	Babcox Publications LLC