

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement Termination and Release		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.	FORMERLY JPMorgan Chase Bank	03/21/2006	National Association:
RECEIVING PARTY DATA			
Name:	Aaron's Automotive Products, Inc.		
Street Address:	c/o Aftermarket Technology Corp. 1400 Opus Place		
Internal Address:	Suite 600		
City:	Downers Grove		
State/Country:	ILLINOIS		
Postal Code:	60515		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1598184	INTERCONT PRODUCTS	
Registration Number:	2232536	PROFORMANCE	
CORRESPONDENCE DATA			
Fax Number:	(312)984-7700		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312-372-2000		
Email:	Chicago_IP_Docket@mwe.com		
Correspondent Name:	Jennifer M. Mikulina, Esq.		
Address Line 1:	227 West Monroe Street		
Address Line 2:	Suite 4400		
Address Line 4:	Chicago, ILLINOIS 60606-5096		
NAME OF SUBMITTER:	Jennifer Mikulina		
Signature:	/Jennifer Mikulina/		

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**TRADEMARK**  
**REEL: 003275 FRAME: 0611**

Date:

03/23/2006

**Total Attachments: 4**

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**TRADEMARK SECURITY AGREEMENT  
TERMINATION AND RELEASE**

This TERMINATION AND RELEASE (as amended, restated or otherwise modified from time to time, the "Termination and Release") is dated March 21, 2006 and made by JPMorgan Chase Bank, N.A. (successor by merger to JPMorgan Chase Bank, a New York banking corporation), as Administrative Agent (the "Administrative Agent") for the several banks and other financial institutions (the "Lenders"), in favor of Aaron's Automotive Products, Inc., a Delaware Corporation ( "Aarons"), parties to the Guarantee and Collateral Agreement, dated as of February 8, 2002 (as amended, supplemented, or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), among the Borrower, the Lenders, the Administrative Agent, J.P. Morgan Securities Inc. and Credit Suisse First Boston ("CSFB") as Joint Advisors, Joint Lead Arrangers and Joint Bookrunners, and CSFB, as Syndication Agent. Capitalized terms not defined herein shall have the meanings ascribed to them in the Guarantee and Collateral Agreement and the Credit Agreement, which is defined below.

**WITNESSETH**

WHEREAS, pursuant to the Credit Agreement, among JPMorgan Chase Bank, N.A. (successor by merger to JPMorgan Chase Bank, a New York banking corporation), as Administrative Agent (the "Administrative Agent") for the several banks and other financial institutions (the "Lenders") and Aftermarket Technology Corp. (the "Borrower") (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Credit Agreement"), the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Aarons has executed and delivered the Guarantee and Collateral Agreement, in favor of the Administrative Agent;

WHEREAS, Aarons and the Lenders have agreed to terminate the Security Agreement and Guarantee and Collateral Agreement and release the continuing security interests in all Intellectual Property (as defined in the Guarantee and Collateral Agreement) and in the Trademarks (as defined in the Guarantee and Collateral Agreement), which Aarons had previously pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, Aarons and the Lenders hereby terminate and release the security interests in the trademarks and trademark applications listed on the attached Schedule A as follows:

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 or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

2. Release of Security Interest. The Administrative Agent hereby terminates and releases the continuing security interest in, right of setoff to, assignment of, transfer of, conveyance of, or any claim by the Lenders to the Trademarks (including, without limitation, those items listed on Schedule A hereto).

3. Purpose. This Termination and Release has been executed and delivered by the Borrower and Administrative Agent for the purpose of recording the release of the grant of security interest herein with the United States Patent and Trademark Office.

4. Counterparts. This Termination and Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the Administrative Agent has duly executed this Termination and Release as of the date first written above.

JPMorgan Chase Bank, N.A., as Agent

By: A. F. Maggiore  
Title: Anthony Maggiore

IN WITNESS WHEREOF, Borrower has duly executed this Termination and Release as of the date first written above.

Aaron's Automotive Products, Inc.

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

Title: \_\_\_\_\_

2. Release of Security Interest. The Administrative Agent hereby terminates and releases the continuing security interest in, right of setoff to, assignment of, transfer of, conveyance of, or any claim by the Lenders to the Trademarks (including, without limitation, those items listed on Schedule A hereto).

3. Purpose. This Termination and Release has been executed and delivered by the Borrower and Administrative Agent for the purpose of recording the release of the grant of security interest herein with the United States Patent and Trademark Office.

4. Counterparts. This Termination and Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the Administrative Agent has duly executed this Termination and Release as of the date first written above.

JPMorgan Chase Bank, N.A., as Agent

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

Title: \_\_\_\_\_

IN WITNESS WHEREOF, Borrower has duly executed this Termination and Release as of the date first written above.


Aaron's Automotive Products, Inc.

By: Joseph Salamunovich  
Joseph Salamunovich

Title: Vice President

**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS**

Mark	Application Number	Filing Date	Registration Number	Registration Date
	73/804,341	6/5/89	1,598,184	5/29/90
PROFORMANCE	75/041,295	1/11/96	2,232,536	3/16/99

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