

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																							
NATURE OF CONVEYANCE:	Trademark Security Agreement																																							
CONVEYING PARTY DATA																																								
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CH \$315.00 2642094

CORRESPONDENCE DATA

Fax Number: (202)728-0744

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2027216405

Email: christine.wilson@thomson.com

Correspondent Name: Corporation Service Company

Address Line 1: 1133 Avenue of the Americas

Address Line 2: Suite 3100

Address Line 4: New York, NEW YORK 12207

NAME OF SUBMITTER:

Christine Wilson

Signature:

/CHRISTINE WILSON/

Date:

06/09/2006

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT, dated as of June 6, 2006, among FLEETPRIDE, INC, an Alabama corporation, with offices located at 8708 Technology Forest Place, Suite 125, The Woodlands, Montgomery, Texas (the "FleetPride"), PARTS DISTRIBUTING COMPANY, LTD., a Texas limited liability partnership, with offices located at 8708 Technology Forest Place, Suite 125, The Woodlands, Montgomery, Texas ("Parts Distributing") and BANK OF AMERICA, N.A., with offices at 335 Madison Ave., New York, NY 10017, as Administrative Agent for the Secured Parties.

Reference is made to the Guarantee and Collateral Agreement, dated as of June 6, 2006 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among FleetPride Corporation (the "Borrower"), FleetPride, Parts Distributing, certain other subsidiaries of the Borrower party thereto and Bank of America, N.A., as Administrative Agent for the Secured Parties. The Lenders have agreed to extend credit to the Borrower, subject to the terms and conditions set forth in the Credit Agreement dated as of June 6, 2006 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement")). Bank of America, N.A. will act as administrative agent (the "Administrative Agent") for the benefit of the Secured Parties under the Credit Documents (as defined in the Credit Agreement). The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.2 of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the FleetPride and Parts Distributing, pursuant to the Collateral Agreement, did and hereby assign and pledge to the Administrative Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and did and hereby do grant to the Administrative Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations thereof, and all applications for registration filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor thereto) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks"); and

(b) all goodwill symbolized by the Trademarks or connected with the use thereof.

Notwithstanding anything herein to the contrary, in no event shall the security interest


granted hereunder attach to any application to register any Trademark where such application has been filed on an intent-to-use basis and no statement of use has been accepted by the U.S. Patent and Trademark Office.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. FleetPride and Parts Distributing hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

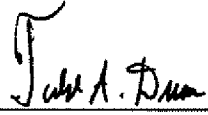
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

FLEETPRIDE CORPORATION,

By: 
Name: Sean P. Madden
Title: President

PARTS DISTRIBUTING COMPANY, INC.

By: Parts Management Company, its General
Partner

By: 
Name: Todd Dunn
Title: President

BANK OF AMERICA, N.A., as
Administrative Agent,

By: Liliana Claar
Name:
Title: LILIANA CLAAR
Vice President

Trademark Security Agreement

TRADEMARK
REEL: 003324 FRAME: 0700

Schedule I

U.S. Registered Trademarks

OWNER	REGISTRATION NUMBER	TRADEMARK
FleetPride, Inc.	76/521,559	FleetCare by FleetPride Truck Service Center
FleetPride, Inc.	2,682,136	FLEETPRIDE
FleetPride, Inc.	2,992,713	FLEETPRIDE HEAVY DUTY EXPERTS
FleetPride, Inc.	78/471,174	FSM FLEET SYSTEMS MANAGER
FleetPride, Inc.	2,642,094	OEM+
FleetPride, Inc.	76/564,000	POWER PRODUCTS THE HEAVY DUTY CONNECTION
FleetPride, Inc.	3,025,183	POWER PRODUCTS THE HEAVY DUTY CONNECTION
FleetPride, Inc.	76/564,675	PRO-KLEEN
FleetPride, Inc.	76/585,391	Torque Technology
FleetPride, Inc.	78/639,309	Torque Technology
Parts Distributing Company, Ltd.	76/585,044	Power Products Worldwide Heavy Duty
FleetPride, Inc.	78/842,336	OTR

U.S. Trademark Applications

None