

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																							
NATURE OF CONVEYANCE:	SECURITY INTEREST																																							
<b>CONVEYING PARTY DATA</b>																																								
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**TRADEMARK**  
REEL: 003366 FRAME: 0316

**CORRESPONDENCE DATA**

Fax Number: (212)355-3333

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

Phone: 212-813-8800

Email: dbreitman@goodwinprocter.com

Correspondent Name: Dana Breitman

Address Line 1: 599 Lexington Avenue

Address Line 2: Goodwin Procter LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	101062.166634
NAME OF SUBMITTER:	Dana Breitman
Signature:	/danabreitman/
Date:	08/09/2006

**Total Attachments: 14**

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# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated August 9, 2006, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of GMAC COMMERCIAL FINANCE LLC, a Delaware limited liability company, as collateral agent (the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, AMERICAN DRIVELINE SYSTEMS, INC., a Delaware corporation ("Holdings"), COTTMAN TRANSMISSION HOLDINGS, LLC, a Delaware limited liability company ("Cottman") and AAMCO TRANSMISSIONS, INC., a Pennsylvania corporation ("AAMCO") and, collectively with Holdings and Cottman, the "Borrowers" and each a "Borrower") and the other entities listed on the signature pages hereto (the "Guarantors" and, together with the Borrowers, each individually a "Grantor" and collectively, the "Grantors"), have entered into a Credit Agreement dated as of August 9, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with GMAC Commercial Finance LLC, as Agent, and the Lenders and agents party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans, each Grantor has executed and delivered that certain Security Agreement dated August 9, 2006 made by the Grantors to the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

(i) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability

of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

**AMERICAN DRIVELINE SYSTEMS, INC.,**  
a Delaware corporation

By: Michael Smolny VP & CO  
Name: Michael Smolny  
Title: Secretary and Treasurer

**AAMCO TRANSMISSIONS, INC.,**  
a Pennsylvania corporation

By: Michael Smolny VP & CO  
Name: Michael Smolny  
Title: Secretary and Treasurer

**COTTMAN TRANSMISSION HOLDINGS, LLC,**  
a Delaware limited liability company

By: Michael Smolny VP & CO  
Name: Michael Smolny  
Title: Secretary and Treasurer

**COTTMAN MANAGEMENT CORPORATION,**  
a Pennsylvania corporation

By: Michael A. Smoly WFO

Name: Michael Smoly

Title: Secretary and Treasurer

**COTTMAN MIDCO, LLC**  
a Delaware limited liability company

By: Michael A. Smoly WFO

Name: Michael Smoly

Title: Secretary and Treasurer

**COTTMAN TRANSMISSION SYSTEMS, LLC,**  
a Delaware limited liability company

By: Michael A. Smoly WFO

Name: Michael Smoly

Title: Secretary and Treasurer

**HORSHAM LEASING COMPANY,**  
a Pennsylvania corporation

By: Michael A. Smoky VP-CFO  
Name: Michael Smoky  
Title: Secretary and Treasurer

**ROSS ADVERTISING, INC.,**  
a Pennsylvania corporation

By: Michael A. Smoky VP-CFO  
Name: Michael Smoky  
Title: Secretary and Treasurer

**SELECT-TRANS EQUIPMENT CO.,**  
a Pennsylvania corporation

By: Michael A. Smoky VP-CFO  
Name: Michael Smoky  
Title: Secretary and Treasurer

AMERICAN DRIVELINE COMMUNICATIONS  
CORP. (F/K/A COTTMAN TRANSMISSION  
COMMUNICATIONS CORP.),  
a Pennsylvania corporation

By: 

Name: Michael Smolky

Title: Secretary and Treasurer



AMERICAN DRIVELINE CENTERS, INC.  
(F/K/A COTTMAN TRANSMISSIONS  
CENTERS, INC.),  
a Pennsylvania corporation

By:

Name: Michael Smoly

Title: Secretary and Treasurer

**SCHEDULE A**

**PATENTS**

None.

**SCHEDULE B****TRADEMARKS**

<u>Grantor</u>	<u>Domain Name/Mark</u>	<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Cottman Transmission Systems, LLC	Cottman Man (Robot Design)	U.S.		1,052,610			11/09/76
Cottman Transmission Systems, LLC	Cottman	U.S.		817,999			11/01/66
Cottman Transmission Systems, LLC	Cottman (Texas)	U.S.		44385			12/20/84
Cottman Transmission Systems, LLC	We Fix Transmissions One Thank You At A Time	U.S.		2,020,133			12/03/96
Cottman Transmission Systems, LLC	Transcheck 21 Plus	U.S.		1,991,413			08/06/96
Cottman Transmission Systems, LLC	Cottman Man	U.S.		1,012,437			06/03/75
Cottman Transmission Systems, LLC	Transmission Physician Design	U.S.		2,023,747			12/17/96
Cottman Transmission Systems, LLC	Transmission Physician	U.S.		2,143,169			03/10/98
Cottman Transmission Systems, LLC	Cottman Transmission (and Design)	CA		TMA 223734			10/21/77
Cottman Transmission Systems, LLC	Cottman Transmission (New Design)	U.S.		2906318			11/30/04
Cottman Transmission Systems, LLC	Platinum Care Center	U.S.		3015025			11/15/05
Cottman Transmission Systems, LLC	Platinum Care Center & Design	U.S.		3033517			12/27/05
AAMCO Transmissions, Inc.	POWER PURGE	U.S.		2,586,742			6/25/2002
AAMCO Transmissions, Inc.	360° CarCare and Design	U.S.		2,734,308			7/8/2003
AAMCO Transmissions, Inc.	AAMCO	U.S.		2,124,437			12/23/1997

<u>Grantor</u>	<u>Domain Name/Mark</u>	<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
AAMCO Transmissions, Inc.	Sound Mark ("AAMCO double A [two beeps of an automobile horn] M C O"	U.S.		2,142,232			3/10/1998
AAMCO Transmissions, Inc.	Sound Mark ("Double A [two beeps of an automobile horn] M C O"	U.S.		2,144,306			3/17/1998
AAMCO Transmissions, Inc.	AAMCO	U.S.		851,209			6/18/1988
AAMCO Transmissions, Inc.	DirecTech	U.S.		2,179,649			8/4/1998
AAMCO Transmissions, Inc.	AAMCO & Design	U.S.		860,330			11/12/1988
AAMCO Transmissions, Inc.	World's Largest	U.S.		1,107,524			11/28/1998
AAMCO Transmissions, Inc.	Lifetime Assembly Set	U.S.		1,540,304			5/23/1989
AAMCO Transmissions, Inc.	AAMCO & Design	U.S.		1,127,710			12/11/1979
AAMCO Transmissions, Inc.	Banner Assembly Set	U.S.		1,175,793			11/3/1981
AAMCO Transmissions, Inc.	AAMCO Transmissions World's Largest Transmission Specialists and Design	U.S.		1,107,524			11/28/1978
AAMCO Transmissions, Inc.	AAMCO (word)	Argentina		1,567,906			7/6/1995
AAMCO Transmissions, Inc.	AAMCO Transmissions	Argentina		1,567,907			7/6/1995
AAMCO Transmissions, Inc.	AAMCO and Design	Canada		211,162			1/6/1976
AAMCO Transmissions, Inc.	AAMCO (in shield)	Canada		213598			4/20/1976

<u>Grantor</u>	<u>Domain Name/Mark</u>	<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
AAMCO Transmissions, Inc.	AAMCO (word)	Australia		250556			7/30/1971
AAMCO Transmissions, Inc.	AAMCO (word)	Brazil		818322977			5/6/1997
AAMCO Transmissions, Inc.	AAMCO Transmissions (in shield)	Brazil		818322950			5/6/1997
AAMCO Transmissions, Inc.	AAMCO (word)	Puerto Rico		5515			10/10/1988
AAMCO Transmissions, Inc.	AAMCO & Design	Puerto Rico		5516			12/21/1988
AAMCO Transmissions, Inc.	AAMCO Transmissions (in shield)	Australia		327549			2/1/2000
AAMCO Transmissions, Inc.	AAMCO Transmissions (and design) (in shield)	France		94/542076			10/26/1994
AAMCO Transmissions, Inc.	AAMCO (word)	France		94/542077			10/26/1994
AAMCO Transmissions, Inc.	AAMCO (word)	Germany		37WZ/29035 09			3/22/1995
AAMCO Transmissions, Inc.	AAMCO(word)	Spain		1928080M7			7/5/1995
AAMCO Transmissions, Inc.	AAMCO (word)	Benelux		566530			10/28/1994
AAMCO Transmissions, Inc.	AAMCO Transmissions (and design) (in shield)	Benelux		566552			10/28/1994
AAMCO Transmissions, Inc.	AAMCO Transmissions und Bild (in shield)	Germany		37WZ/29020 45			2/17/1995
AAMCO Transmissions, Inc.	AAMCO (word)	Great Britain		2,013,305			6/19/1996
AAMCO Transmissions, Inc.	AAMCO Transmissions y diseno (in shield)	Spain		1928081M5			7/5/1995
AAMCO Transmissions, Inc.	AAMCO (word)	Japan		4889075			7/29/1994

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AAMCO Transmissions, Inc.	AAMCO (word)	New Zealand		242273			12/6/1996
AAMCO Transmissions, Inc.	AAMCO Transmissions (in shield)	New Zealand		242274			12/6/1996
AAMCO Transmissions, Inc.	AAMCO (word)	Canada		192522			7/6/1988
AAMCO Transmissions, Inc.	AAMCO (word)	Mexico		771075			11/28/2002
AAMCO Transmissions, Inc.	AAMCO and design	Community Trademarks		3771094			11/3/2005
AAMCO Transmissions, Inc.	AAMCO	Community Trademarks		3771086			7/28/2005
AAMCO Transmissions, Inc.	AAMCO	Canada		TMA213598			4/30/1976

**SCHEDULE C****COPYRIGHTS**

<b><u>Grantor</u></b>	<b><u>Title of Work</u></b>	<b><u>Country</u></b>	<b><u>Title</u></b>	<b><u>Reg. No.</u></b>	<b><u>Application No.</u></b>	<b><u>Filing Date</u></b>	<b><u>Issue Date</u></b>
AAMCO Transmissions, Inc.	BLUEPRINTS FOR AAMCO TRANSMISSIONS, INC. SERVICE CENTER, 6 BAY UNIT, 8 BAY UNIT	U.S.		VA10728			9/14/78
AAMCO Transmissions, Inc.	JATCO 3N71B 3-SPEED DATSUN/MAZDA/FORD : [NO.] 88A-381 [-384]	U.S.		TX321077			6/22/78
AAMCO Transmissions, Inc.	SPECIFICATIONS, AAMCO AUTOMATIC TRANSMISSIONS, INC. SERVICE CENTER	U.S.		TX149854			9/13/78
AAMCO Transmissions, Inc.	SIGN GUIDELINES, AAMCO TRANSMISSIONS	U.S.		TX137214			8/03/78
AAMCO Transmissions, Inc.	CENTER INTERIOR DESIGN GUIDELINES	U.S.		TX137213			8/03/78
AAMCO Transmissions, Inc.	FORD C4 : [NO.] 88A-132	U.S.		TX88958			8/16/78
AAMCO Transmissions, Inc.	FORD C4 : [NO.] 88A-133	U.S.		TX88957			8/16/78
AAMCO Transmissions, Inc.	FORD C4 : [NO.] 88A-134	U.S.		TX88956			8/16/78
AAMCO Transmissions, Inc.	FORD C4 : [NO.] 88A-135	U.S.		TX88955			8/16/78
AAMCO Transmissions, Inc.	FORD C4 : [NO.] 88A-136	U.S.		TX88954			8/16/78
AAMCO Transmissions, Inc.	FORD C4 : [NO.] 88A-131	U.S.		TX88953			8/16/78
AAMCO Transmissions, Inc.	STANDARDS FOR AUTOMATIC TRANSMISSION SERVICES PERFORMED BY AAMCO, INCLUDING ASSEMBLY SET COMPONENTS AND SUMMARY SPECIFICATIONS	U.S.		TX69670			7/18/78
AAMCO	FORD IRON CASE F M X :	U.S.		TX29874			4/28/78

Transmissions, Inc.	88A-101			
AAMCO Transmissions, Inc.	FORD IRON CASE F M X : 88A-105	U.S.	TX29873	4/28/78
	FORD IRON CASE F M X : 88A-102	U.S.	TX29872	4/28/78
AAMCO Transmissions, Inc.	FORD IRON CASE F M X : 88A-104	U.S.	TX29871	4/28/78
AAMCO Transmissions, Inc.	FORD IRON CASE F M X : 88A-103	U.S.	TX29870	4/28/78