

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
Eckler Industries, Inc.		06/30/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1660186	ECKLER'S	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7806		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher c/o Goldberg Kohn		
Address Line 1:	55 East Monroe Street		
Address Line 2:	Suite 3700		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	3972.022		
NAME OF SUBMITTER:	Nancy Brougher		
Signature:	/njb/		
Date:	08/21/2006		

OP \$40.00 1660186

Total Attachments: 11

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COPYRIGHT, PATENT AND TRADEMARK SECURITY AGREEMENT

THIS COPYRIGHT, PATENT, AND TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2006 (this "Agreement"), is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of June 30, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, Second Tier Holdings, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Copyright Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Copyright Collateral"):

(a) all of its Copyrights and all IP Licenses providing for the grant by or to such Grantor of any right under any Copyright, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals, reversions and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

(a) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 4. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"; together with the Copyright Collateral and the Patent Collateral, collectively, the "Intellectual Property Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 5. Guaranty and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 6. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or reasonably desirable actions in connection with their Copyrights, Patents, Trademarks and IP Licenses subject to a security interest hereunder.

Section 7. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 8. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.


Section 9. Amendment and Restatement. This Agreement constitutes an amendment and restatement of that certain Amended and Restated Patent, Trademark and Copyright Security Agreement dated as of August 4, 2005, between Borrower and Agent (as assignee of Antares Capital Corporation) (the "Original Patent, Trademark and Copyright Security Agreement"). Each of Borrower and Agent hereby reaffirms the liens and security interests arising under Original Patent, Trademark and Copyright Security Agreement, which liens and security interests remain continuous and shall be governed by the terms of this Agreement from and following the date hereof.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

ECKLER INDUSTRIES, INC.,
as Grantor

By: 
Name: Matt Fendau
Title: CEO and secretary

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____
Name: _____
Title: Its Duly Authorized Signatory

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


Very truly yours,

ECKLER INDUSTRIES, INC.,
as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By:  _____
Name: _____ **Michael P. King**
Title: Its Duly Authorized Signatory **Managing Director**

**SCHEDULE 1
TO
COPYRIGHT, PATENT AND TRADEMARK SECURITY AGREEMENT**

PATENTS

None.

TRADEMARKS

A. REGISTERED TRADEMARKS

See attached.

B. TRADEMARK APPLICATIONS

See attached.

C. IP LICENSES

See attached.

COPYRIGHTS

A. REGISTERED COPYRIGHTS

See attached.

B. COPYRIGHT APPLICATIONS

None.

C. IP LICENSES

See attached.

ECKLER INDUSTRIES, INC. INTELLECTUAL PROPERTY

U.S. COPYRIGHTS

TITLE	REG'N NO.	REG'N DATE
Eckler's 1953-2000 Corvette Parts & Accessories 2000 Fall/Winter Catalog No. 290	TX5406578	10/30/00
Eckler's 1953-2000 Corvette Parts & Accessories 2000 Spring/Summer Catalog No. 120	TX5193896	03/31/00
Eckler's 1953-92 Parts and Accessories Supplement: Catalog No. 332	TX3298163	04/15/92
Eckler's Corvette Parts: Catalog / Accessories Division -- No. 1	TX2071357	05/13/87
Eckler's Corvette Parts: Catalog / Accessories Division -- No. 1	TX2229403	12/18/87
Eckler's Corvette Parts: Catalog / Accessories Division -- No. 1	TX2302746	05/02/88
Eckler's Corvette Parts: Catalog 8A	TX248863	05/21/79
Eckler's Corvette Parts: Catalog / Accessories Division -- No. 1	TX1150491	06/27/83
Eckler's Corvette Parts: Catalog / Accessories Division -- No. 1	TX1170004	08/12/83
Eckler's Corvette Parts: Catalog / Accessories Division -- No. 1	TX1385611	06/04/84
Eckler's Corvette Parts: Catalog / Accessories Division -- No. 1	TX1565391	04/19/85
Eckler's Corvette Parts: Catalog / Accessories Division -- No. 1	TX1859869	07/01/86
Eckler's Corvette Parts: Spray Putty: No. R-907	TX304710	05/21/79
Eckler's Corvette Parts: Bonding Adhesive: No. R-901	TX304711	05/21/79
Eckler's Corvette Parts: Catalog / Accessories Division -- No. 1	TX125006	07/05/78
Eckler's Corvette Parts: Catalog / Accessories Division -- No. 1	TX251851	11/28/78
Eckler's Corvette Parts: Catalog / Accessories Division -- No. 1	TX325982	09/07/79
Eckler's Corvette Parts: Catalog / Accessories Division -- No. 1	TX442849	03/31/80
Eckler's Corvette Parts: Fiberglass Division	TX119752	07/17/78
Eckler's Corvette Parts Technical Bulletin: No. 114	TX641867	12/30/80
Eckler's Corvette Parts Technical Bulletin: No. 115	TX641868	12/30/80
Eckler's Corvette Parts: Vinyl Paint: 32 fl. oz. (1 qt.)	TX641869	12/30/80
Eckler's Corvette Parts: Vinyl Paint: 16 fl. oz. (avd)	TX641870	12/30/80
Eckler's Corvette Parts Technical Bulletin: No. 117	TX641871	03/25/91
Eckler's Corvette Parts and Accessories Catalog	TX3049841	03/25/91

TITLE	REG'N NO.	REG'N DATE
Eckler's Corvette Parts and Accessories Catalog	TX3497347	02/24/93
Eckler's Corvette Parts and Accessories Catalog	TX3538743	02/24/93
Eckler's Corvette Parts and Accessories Catalog	TX2466282	12/09/88
Eckler's Corvette Parts and Accessories Catalog	TX2574501	05/25/89
Eckler's Corvette Parts and Accessories Catalog	TX2662852	12/15/89
Eckler's Corvette Parts and Accessories Catalog	TX2751166	11/02/89
Eckler's Motoring Accessories: Camaros, Firebirds, Z28's, s: Catalog	TX2220101	12/16/87
Eckler's Motoring Accessories: Camaros, Firebirds, Z28's Trans Am's: Catalog	TX1690236	11/04/85
Eckler's Motoring Accessories: Camaros, Firebirds, Z28's Trans Am's: Catalog	TX1882588	07/18/86
Eckler's Quality Parts & Accessories for Camaros: Camaro IROC Z-28, Spring/Summer 1990	TX2886615	08/13/90
Eckler's Supplement Catalog	TX3584582	10/24/90
Eckler's 1958-82 Corvette Parts and Accessories Catalog, Spring/ Summer 1990	TX2840369	04/27/90
Eckler's 1984-90 Corvette Parts and Accessories Catalog, Spring/Summer 1990	TX2840370	04/27/90
Eckler's 1953-82 Corvette Restoration Parts Catalog: No. 350	TX2858767	07/10/90
Installation Instructions for C-514 (73-74) and C-614 (75-78) Front Bumper Replacement Panel: Technical Bulletin No. 106	TX186529	10/05/78
Technical Bulletin	TX189630	10/05/78
Technical Bulletin	TX189631	10/05/78
Technical Bulletin	TX191249	02/14/79
Technical Bulletin	TX191250	02/14/79
The Most Complete Line of Corvette Parts and Accessories: Catalog 11	TX574502	10/29/80
The Most Complete Line of Corvette Parts and Accessories: Catalog 12	TX717674	06/26/81
Eckler's Corvette Parts & Accessories Catalog	TX2466283	12/9/88
Eckler's Corvette Parts & Accessories Catalog	TX2545258	4/28/89
Eckler's Corvette Parts & Accessories Catalog (covers 1953-820)	TX3062995	3/26/91
Eckler's 1953-1999 Corvette Parts and Accessories: 1999 Catalog No. 129	TX5277248	3/20/01
Eckler's Corvette Parts and Accessories Catalog No. 128A	TX4938523	12/2/98
Eckler's 1958-2001 Corvette parts & accessories: 2001, spring/summer catalog no.131	TX5484941	
Eckler's 1958-1962 Corvette parts & accessories: 2003 C1 specialty catalog no. 133	TX5718186	
Eckler's 1997-2003 Corvette parts & accessories: 2003 C5 specialty catalog no. 523	TX5718187	
Eckler's 1968-1982 Corvette parts & accessories: 2003 C3	TX5718188	

TITLE	REG'N NO.	REG'N DATE
specialty catalog no. 323		
Eckler's 1963-1967 Corvette parts & accessories: 2003 C2 specialty catalog no. 233	TX5718189	
Eckler's 1984-1996 Corvette parts & accessories: 2003 C4 specialty catalog no. 423	TX5743668	
Eckler's 1958-2003 Corvette parts & accessories: 2003, spring/summer catalog no.203	TX5743669	
Eckler's 1967-81 Camaro parts & accessories, summer 2003: catalog no.2603	TX5889329	
Eckler's 1967-81 Camaro parts & accessories: 2004 catalog no.404	TX5979038	
Eckler's 1958-2001 Corvette parts & accessories, 2003: C1-C5 specialty catalog no.1553	TX5889328	
Restoration & judging guidelines manual	TX2683521	
The tech book, vol. 1 & 2	TX3908247	
Eckler's 2004 specialty catalog : no. 1104 : holiday gift guide.	TX6090476	12/27/2004
Eckler's Corvette parts & accessories catalog, 15Oct01; 2101, fall-winter 01.	TX5448830	
Eckler's Corvette parts & accessories catalog, 3Jan02; 1202, spring-summer 02	TX5530359	
Eckler's Corvette parts & accessories catalog, 30Dec02; 102, fall-winter 02	TX5680409	
Eckler's Corvette parts & accessories catalog, 8Mar04; 204, spring-summer 04	TX5940752	
Eckler's Corvette parts & accessories catalog, 2Dec04; 904, fall-winter 04	TX6101884	
Eckler's Corvette parts & accessories catalog, 10May05; 4205. DCR 2005	TX6168584	
Eckler's Specialty Catalog, 10Nov03	TX5831387	
Eckler's Corvette Performance Parts, 28May04	TX5978606	

Title: Eckler's 1958-2005 corvette parts and accessories, 2005 spring/summer catalog: no. 205. Registration No. TX-6-153-550. Registration date: 3/15/05.

Title: Eckler's Camaro 1967-02 Camaro parts & accessories; 2005 catalog. Eckler's 1967-81 Camaro parts & accessories: 2004 catalog. Registration No. TX-6-187-252. Registration date: 5/5/05.

Registered Trademarks and Trademark Applications

MARK: ECKLER'S

<u>Country/</u> <u>State</u>	<u>Registration No.</u>
USA	1,660,186

MARK: CLASSIC UPGRADZ

<u>Country/</u> <u>State</u>	<u>Application No.</u>
USA	76/642,076

2034287.02

Common Law Marks

ECKLER'S (& Design)
ECKLER'S RESTORATION CLUB (& Design)
ECKLER'S CORVETTE CLUB REBATE PROGRAM (&
Design)
CLASSIC UPGRADZ
SMART CHOICE AUTOMOTIVE
ECKLER'S CORVETTE CLUB (& Design)
ECKLER'S RACING BODIES
ECKLER'S CORVETTE CUSTOM CENTER
CLASSIC CHEVY WORLD
WORLD WIDE CAMARO
CAMARO WORLD
CLASSIC CHEVY CLUB
CLASSIC CHEVY CLUB INTERNATIONAL
CLASSIC CHEVY INTERNATIONAL
CLASSIC CHEVY INTERNATIONAL (&Design)
CLASSIC CAMARO
CLASSIC CHEVY
U.S. CAMARO
JET N SPRAY
VALUE LINE

Trade names

Eckler
Eckler's
Ecklers
Eckler's Corvette Parts
Camaro World
Classic Camaro
Classic Chevy
Classic Chevy Club
Classic Chevy Club International
Classic Chevy World
U.S. Camaro
World Wide Camaro
Eckler's Camaro

Internet Domain Names

WWW.ECKLER.NET
WWW.ECKLERS.COM

WWW.ECKLERS.NET
WWW.CLASSICCHEVY.COM
WWW.WORLDWIDECAMARO.COM
WWW.SAVETHECAMARO.COM
WWW.SAVECAMARO.COM
WWW.CAMAROCLUB.COM

Other

Marks used pursuant to the license listed below.

PATENTS

None.

LICENSES

Trademark License Agreement effective October 1, 2001 between General Motors Corporation and Eckler Industries, Inc., as amended by the First Amendment dated September 25, 2002; the Second Amendment dated July 15, 2003; the Third Amendment dated March 25, 2004; and the Fourth Amendment dated November 11, 2005.

IP LEGAL MATTERS

None