

02-16-2007



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2007 FEB 15 AM 11:49

To the Director of the U. S. Patent &

103373481

documents or the new address(es) below.

2.15.07

1. Name of conveying party(ies):

AUTOSALES, INCORPORATED

- Individual(s)
- General Partnership
- Corporation- State: OHIO
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) FEBRUARY 8, 2007

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: FIRSTMERIT BANK, N.A.

Internal

Address: 2ND FLOOR

Street Address: 106 SOUTH MAIN STREET

City: AKRON

State: OHIO

Country: USA Zip: 44308

- Association Citizenship USA
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
SEE ATTACHED LIST

B. Trademark Registration No.(s)
SEE ATTACHED LIST

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
SEE ATTACHED LIST

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: DONALD R. SCHERER, ESQ.

Internal Address: _____

Street Address: 3475 RIDGEWOOD ROAD

City: AKRON

State: OHIO Zip: 44333

Phone Number: 330-376-3300

Fax Number: 330-376-6237

Email Address: dscherer@stark-knoll.com

6. Total number of applications and registrations involved:

45

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,140.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

/Donald R. Scherer/

FEBRUARY 13, 2007

Signature

Date

02/15/2007 DBYRNE 00000119 1816278

DONALD R. SCHERER

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

11

01 FC:8521
02 FC:8522

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Continuation of Item 4

<u>Identification of Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>
ATECH	74370417	1816278
TRICK FLOW	74421531	1887752
TFS	74466884	1956777
THE WORLD'S SPEED SHOP	74556554	1912021
STREET & STRIP	74556653	1945215
SUMMIT RACING EQUIPMENT	74694899	1979695
SHARK MOTORSPORTS	74735681	2134842
SUMMIT RACING EQUIPMENT SPEED CARD	74248005	1741692
TWISTED WEDGE	75038485	2047366
TRICK FLOW	75175613	2229388
TRACK HEAT	75555023	2313648
SUMMIT RACING EQUIPMENT	75750748	2528907
TRICK FLOW TFX XTREME NITROUS SYSTEM	76495663	2855667
SUMMIT PERFORMANCE	76535587	2885992
SHARK MOTORSPORTS	76555091	Pending
S	76603511	Pending
IMAGE ONLY OF PROFESSOR OVERDRIVE	76535586	2864656
CAL CUSTOM	78260872	3174739
SUMMITRACING.COM	78059447	2547445

SUMMIT RACING	78059525	2618328
SUMMIT SPEEDCARD	78092310	2643024
SUMMIT TRUCKSTYLE OFF-ROAD TEAM	78101920	2683753
SUMMIT TRUCKSTYLE	78101924	2675145
AUTODYNAMICS	78101948	2675146
CROSSED FLAGS	78101957	2675147
TRUCKFEST WEST	78101978	2842852
TRUCKFEST	78102096	2649623
TRUCKFEST EAST	78102101	2722714
SUMMIT RACING	78116445	2713558
TRICK FLOW	78116474	2681311
SUMMIT RACING SPORT COMPACT NATIONALS	78121400	2741865
SUMMIT SPORT COMPACT	78121416	2681383
PROFESSOR OVERDRIVE	78129470	2763012
HIGH PORT	78135831	2708219
SUMMIT SPORT COMPACT	78137277	2711507
SUMMIT PERFORMANCE	78154608	2781919
PARTS YOU NEED! PRICES YOU WANT! SERVICE YOU DESERVE!	78290136	2945901
QUADRADEUCE	78451161	3053505
DRAG RACE CENTRAL	78499902	3028305
SUMMIT	78059461	2558948
SUMMIT	78133289	2775525
SUMMIT BUCKS	78756842	3158247

SHARK MOTORSPORTS	78688486	Pending
SUMMIT RACING EQUIPMENT CUSTOM STYLE	78954393	Pending
ATECH MOTORSPORTS	78794626	3126996

EXHIBIT A

<u>TRADEMARKS</u>			
<u>Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
ATECH	74370417	1816278	January 11, 1994
TRICK FLOW	74421531	1887752	April 4, 1995
TFS	74466884	1956777	February 13, 1996
THE WORLD'S SPEED SHOP	74556554	1912021	August 15, 1995
STREET & STRIP	74556653	1945215	January 2, 1996
SUMMIT RACING EQUIPMENT	74694899	1979695	June 11, 1996
SHARK MOTORSPORTS	74735681	2134842	February 3, 1998
SUMMIT RACING EQUIPMENT SPEED CARD	74248005	1741692	December 22, 1992
TWISTED WEDGE	75038485	2047366	March 25, 1997
TRICK FLOW	75175613	2229388	March 2, 1999
TRACK HEAT	75555023	2313648	February 1, 2000
SUMMIT RACING EQUIPMENT	75750748	2528907	January 15, 2002
TRICK FLOW TFX XTREME NITROUS SYSTEM	76495663	2855667	June 22, 2004
SUMMIT PERFORMANCE	76535587	2885992	September 21, 2004
SHARK MOTORSPORTS	76555091	Pending, intent to use	Filing Date October 10, 2003

S	76603511	Pending, intent to use	Filing Date July 19, 2004
IMAGE ONLY OF PROFESSOR OVERDRIVE	76535586	2864656	July 20, 2004
CAL CUSTOM	78260872	3174739	November 21, 2006
SUMMITRACING.COM	78059447	2547445	March 12, 2002
SUMMIT RACING	78059525	2618328	September 10, 2002
SUMMIT SPEEDCARD	78092310	2643024	October 29, 2002
SUMMIT TRUCKSTYLE OFF-ROAD TEAM	78101920	2683753	February 4, 2003
SUMMIT TRUCKSTYLE	78101924	2675145	January 14, 2003
AUTODYNAMICS	78101948	2675146	January 14, 2003
CROSSED FLAGS	78101957	2675147	January 14, 2003
TRUCKFEST WEST	78101978	2842852	May 18, 2004
TRUCKFEST	78102096	2649623	November 12, 2002
TRUCKFEST EAST	78102101	2722714	June 3, 2003
SUMMIT RACING	78116445	2713558	May 6, 2003
TRICK FLOW	78116474	2681311	January 28, 2003
SUMMIT RACING SPORT COMPACT NATIONALS	78121400	2741865	July 29, 2003
SUMMIT SPORT COMPACT	78121416	2681383	January 28, 2003
PROFESSOR OVERDRIVE	78129470	2763012	September 9, 2003
HIGH PORT	78135831	2708219	April 15, 2003
SUMMIT SPORT COMPACT	78137277	2711507	April 29, 2003
SUMMIT PERFORMANCE	78154608	2781919	November 11, 2003

PARTS YOU NEED! PRICES YOU WANT! SERVICE YOU DESERVE!	78290136	2945901	May 3, 2005
QUADRADEUCE	78451161	3053505	January 31, 2006
DRAG RACE CENTRAL	78499902	3028305	December 13, 2005
SUMMIT	78059461	2558948	April 9, 2002
SUMMIT	78133289	2775525	October 21, 2003
SUMMIT BUCKS	78756842	3158247	October 17, 2006
SHARK MOTORSPORTS	78688486	Pending, Intent to use	Filing Date August 9, 2005
SUMMIT RACING EQUIPMENT CUSTOM STYLE	78954393	Pending	Filing Date August 17, 2006
ATECH MOTORSPORTS	78794626	3126996	August 8, 2006

EXHIBIT B

NON-ASSIGNABLE LICENSES

None at this time

**COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN
TRADEMARKS AND LICENSES**

THIS COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS AND LICENSES (this "Agreement") is made as of February 8, 2007, by and between AUTOSALES, INCORPORATED, an Ohio corporation (the "Grantor"), having an office at 1200 Southeast Ave., Tallmadge, Ohio 44278 and FIRSTMERIT BANK, N.A., a national banking association (the "Administrative Agent"), having an office at 106 South Main Street, Akron, Ohio 44308.

RECITALS

A. Grantor is the owner of certain registered trademarks listed in Exhibit A attached to this Agreement.

B. Grantor has entered into a certain Credit Agreement and a certain Security Agreement, both dated as of February 8, 2007 (as both may from time to time be amended, supplemented, restated or otherwise modified, collectively the "Financing Agreements"), among the Grantor, the several financial institutions from time to time party to the Financing Agreements, as Lenders, and FirstMerit Bank, N.A., as Administrative Agent (Lenders and Administrative Agent collectively referred to as "Secured Parties"), pursuant to which, upon the satisfaction by the Grantor of certain terms and conditions contained therein, the Secured Parties will make certain advances and other financial accommodations available to the Grantor.

C. Pursuant to the Financing Agreements, Grantor has agreed to grant the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of its right, title and interest in and to the trademarks described in Exhibit A, and the goodwill of the business connected with the use of, and symbolized by, such trademarks (the "Goodwill") as collateral security for the Obligations (as defined in the Financing Agreements).

D. Grantor is the owner of the entire right, title and interest in the trademarks and Goodwill which are the subject hereof.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, Grantor hereby:

1. Grants to the Administrative Agent, for the benefit of the Secured Parties, as security for the Obligations, a continuing security interest in and to the trademarks listed in Exhibit A and to the Goodwill, and a security interest in and to all trademarks and Goodwill acquired by Grantor after the date hereof;


2. Grants to the Administrative Agent, for the benefit of the Secured Parties, as security for the Obligations, a security interest in and to any license agreements in which Grantor is

or becomes licensed to use know-how, a patent, copyright, mask work, semi-conductor chip product, trademark, trade secret or other proprietary right (except to the extent that such license agreements grant licenses which by their terms may not be assigned or otherwise transferred or encumbered by the Grantor, as specified as of the date hereof on Exhibit B and from time to time thereafter); and

3. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to note in the record the existence of the security interest granted hereunder with respect to each of the trademarks listed in Exhibit A and, subject to any restrictions on assignment and the granting of liens thereon, to the Goodwill and to all trademarks and Goodwill acquired by Grantor after the date hereof.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be signed by its authorized officer and duly attested the day and year first above written.

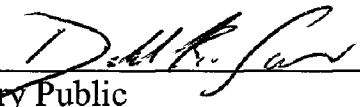
AUTOSALES, INCORPORATED
("GRANTOR")


By: _____
Its: President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF OHIO)
) ss:
COUNTY OF SUMMIT)

On this 8th day of February, 2007, before me personally came Raymond J. Tatke, to me known, who, being duly sworn, did depose and state that [s]he is the President of AUTOSALES, INCORPORATED, the company described in and which executed the above instrument; and that [s]he signed [her]his name thereto by order of the Board of Directors of said corporation.



Notary Public

[SEAL] My commission expires: _____

Donald Scherer, Attorney at Law
Resident Summit County
Notary Public, State of Ohio
My Commission Has No Expiration Date
Sec 147.03 RC