

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the nature of conveyance to indicate a Security Agreement previously recorded on Reel 003019 Frame 0887. Assignor(s) hereby confirms the granting of a security interest by Heartland Automotive Services II, Inc. to Dymas Funding Company, LLC, as Administrative Agent.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Heartland Automotive Services II, Inc.		01/14/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Dymas Funding Company, LLC, as Administrative Agent
Street Address:	One North Franklin
Internal Address:	Suite 3500
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2574722	SERVICE ALERT

CORRESPONDENCE DATA

Fax Number: (312)577-4688
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (312)577-8416
 Email: carole.dobbins@kattenlaw.com
 Correspondent Name: Carole Dobbins c/o Katten Muchin
 Address Line 1: 525 W. Monroe St.
 Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	215577-00014
NAME OF SUBMITTER:	Carole Dobbins

CH \$40.00 2574722

Signature:	/Carole Dobbins/
Date:	04/11/2007
Total Attachments: 5 source=3019 0887#page1.tif source=3019 0887#page2.tif source=3019 0887#page3.tif source=3019 0887#page4.tif source=3019 0887#page5.tif	


RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

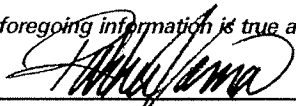
<p>1. Name of conveying HEARTLAND AUTOMOTIVE SERVICES II, INC.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State DE <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) DYMAS FUNDING COMPANY, LLC</p> <p>Internal Address: _____</p> <p>Street Address : ONE NORTH FRANKLIN, Suite 3500</p> <p>City: CHICAGO State: IL Zip: 60606</p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation State DE</p> <p><input type="checkbox"/> _____</p> <p>If assignee is not domiciled in the United States, a designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: JANUARY 14, 2005</p>	


<p>4. Application number(s) or trademark</p> <p>A. Trademark Application No.(s)</p>	<p>B. Trademark Registration 2,574,722</p> <p>Additional numbers attached? NO</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: RAKHEE VERMA</p> <p>Internal Address: _____</p> <p>Street Address: Katten Muchin Zavis Rosenman 525 West Monroe, Suite 1800</p> <p>City: Chicago Stat Illinois Zip: 60661</p>	<p>6. Total number of applications and registrations </p> <p>7. Total fee (37 CFR 3.41) \$ 40.00</p> <p>8. Deposit account number: _____</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

RAKHEE VERMA  **JANUARY 21, 2005**
Name of Person Signature Date

Total number of pages including cover sheet, attachments, and document:  **5**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, HEARTLAND AUTOMOTIVE SERVICES II, INC., a Delaware corporation (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into that certain Security Agreement, dated as of May 30, 2003 (the "Security Agreement") in favor of Dymas Funding Company, LLC, in its capacity as Administrative Agent for certain lenders (the "Assignee");

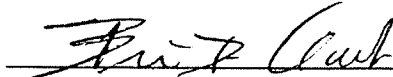
WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of January 14, 2005.

HEARTLAND AUTOMOTIVE SERVICES II,
INC., a Delaware corporation

By: 
Name: BRIAN D. CLARK
Title: VP & CFO

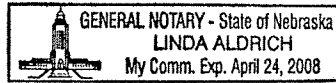
STATE OF Nebraska

SS.:

COUNTY OF Douglas

January 2005

On this 14th day of ~~December~~, 2004, before me personally came Brian Clark, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the VP + CFO of Heartland Automotive Services II, Inc., a Delaware corporation, and that he executed the foregoing instrument in the firm name of such corporation, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



Linda Aldrich

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

Trademark Registrations

<u>TRADEMARK DESCRIPTION</u>	<u>SERIAL NUMBER</u>	<u>FILING DATE</u>
Service Alert	2,574,722	5/28/2002

Trademark Security Agreement – Heartland II
60326309