

10-19-2007



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Y ARD 10/18/07

103454564

To the Director of the U. S. Pat

ed documents or the new address(es) below.

10.18.07

1. Name of conveying party(ies):

Wachovia Capital Finance Corporation (Central) f/k/a Congress  
Financial Corporation (Central), as US Collateral Agent

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: Illinois
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) 10/10/07

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Release of Security Interest

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: World Wide Automotive, Inc. n/ka World Wide

Automotive, L.L.C.

Street Address: 300 West Brooke Road

City: Winchester

State: Virginia

Country: United States Zip: 22603

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other LLC Citizenship Virginia

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) Oct 18 2007  
76/348674; 76/400036

B. Trademark Registration No.(s)  
2609799

Additional sheet(s) attached?  Yes  No

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

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

Name: Tracey D. Bennett

Internal Address: c/o Paul, Hastings, Janofsky &

Walker LLP

Street Address: 75 E. 55th Street

City: New York

State: New York Zip: 10022

Phone Number: 212-318-6535

Fax Number: 212-230-7735

Email Address: traceybennett@paulhastings.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- 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 \_\_\_\_\_

40.00 DP  
30.00 DP  
00000036 76348674  
10/18/2007 10:18 AM  
01 FEB 2008  
02 FEB 2008

9. Signature:

Tracey D. Bennett  
Signature

10/17/07  
Date

Tracey D. Bennett

Name of Person Signing

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

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

## RELEASE OF SECURITY INTERESTS IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is dated as of October 10, 2007 by WACHOVIA CAPITAL FINANCE CORPORATION (CENTRAL), as U.S. Collateral Agent ("Agent"), an Illinois corporation (f/k/a Congress Financial Corporation (Central)).

WHEREAS, World Wide Automotive, Inc. n/k/a World Wide Automotive, L.L.C. (the "Grantor") and Agent entered into a certain Trademark Security Agreement, dated as of June 28, 2002 as amended, restated, supplemented or otherwise modified prior to the date hereof, the ("Agreement") related to Trademarks (as defined below);

WHEREAS, the Agreement granted Agent a security interest in, among other things, certain United States and foreign trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications and other intellectual property rights (collectively, the "Trademarks"), including, without limitation, the Trademarks listed on Schedule A attached hereto; and

WHEREAS, Agent recorded the Trademark Agreement on July 8, 2002 at Reel 002538, Frame 0594 in the United States Patent and Trademark Office ("PTO"); and

WHEREAS, Agent desires to release its security interests in the Trademarks.

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

1. Agent hereby fully releases and terminates its security interests in and liens on:
  - (a) all of Grantor's now existing or hereafter acquired right, title and interest in and to all Trademarks which are now filed with the PTO, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country, or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages, and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;
  - (b) the goodwill of Grantor's business connected with or symbolized by the Trademarks; and
  - (c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by the Grantor against third parties for infringement of the Trademarks or of any license with respect thereto.

2. Agent further agrees, at the sole cost and expense of Grantor, to authorize or perform all acts reasonably necessary to effect the release and termination of its security interest and liens in the Trademarks, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Release of Security Interests in Trademarks to be duly executed as of the day and year first above written.

**WACHOVIA CAPITAL FINANCE CORPORATION (CENTRAL), as U.S. Collateral Agent (f/k/a Congress Financial Corporation (Central))**

By: Anthony Vizgirda  
Name: Anthony Vizgirda  
Title: Director

[Signature Page to Release of Security in Trademarks – World Wide Automotive, L.L.C.]

**Schedule A**

**TO**

**RELEASE OF SECURITY INTERESTS IN TRADEMARKS**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Title</b>	<b>Registration No./Application No.</b>	<b>Issue Date/ Filing Date</b>
Pridemark	76348674	12/13/2001
World Wide Automotive	2609799	08/20/2002
Silver Edition	76400036	04/23/2002

[Schedule A]

CH975076.2

**RECORDED: 10/18/2007**

**TRADEMARK  
REEL: 003644 FRAME: 0813**