

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
Vintage Wisconsin, LLC		12/21/2007	LIMITED LIABILITY COMPANY: WISCONSIN
RECEIVING PARTY DATA			
Name:	Golub Capital Incorporated		
Street Address:	551 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2908532	VINTAGE PARTS, LLC	
Serial Number:	77342761	V VINTAGE PARTS	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4782		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312.577.8525		
Email:	terese.scholl@kattenlaw.com		
Correspondent Name:	KATTEN MUCHIN ROSENMAN		
Address Line 1:	525 WEST MONROE STREET		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Terese Scholl		
Signature:	/Terese Scholl/t		
Date:	01/08/2008		

CH \$65.00 2908532

Total Attachments: 5

source=Trademark - Vintage Wisconsin#page1.tif

source=Trademark - Vintage Wisconsin#page2.tif

source=Trademark - Vintage Wisconsin#page3.tif

source=Trademark - Vintage Wisconsin#page4.tif

source=Trademark - Vintage Wisconsin#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 21, 2007, is between VINTAGE WISCONSIN, LLC, a Wisconsin limited liability company (the "Grantor"), and GOLUB CAPITAL INCORPORATED, a New York corporation, as Administrative Agent (in such capacity, the "Grantee"), for the benefit of itself, all financial institutions that from time to time become lenders (the "Lenders") under the Credit Agreement (as hereinafter defined) and the other Secured Parties. The capitalized terms not otherwise defined in this Trademark Security Agreement shall have the meanings set forth in the Credit Agreement.

RECITALS

WHEREAS, Grantor, owns the Trademarks, and is a party to the Trademark Licenses, in each case, listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor, as Borrower, has entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee, the Lenders and Golub Capital Incorporated, a New York corporation, as Revolver Agent; providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, Grantee, and the other Person's party thereto as "Grantors" thereunder, Grantor has granted to Grantee for the benefit of Administrative Agent, Lenders and the other Secured Parties, a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (including, without limitation, Trademark registrations and Trademark applications) and Trademark Licenses, and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademarks, Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto;
- (2) each Trademark License; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark owned by Grantors including, without limitation, the Trademarks

referred to in **Schedule 1** annexed hereto and the Trademarks licensed under any Trademark License held by Grantor (to the extent such license permits Grantor to bring such claim).

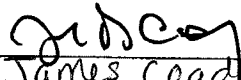
Notwithstanding the foregoing, no security interest shall be granted under this Agreement and the Trademark Collateral shall not include (i) any Trademark License entered into by Grantor that prohibits or requires the consent of any Person other than Grantor, another Loan Party or their respective affiliates which has not been obtained as a condition to the creation by Grantor of a Lien on any right, title or interest in such Trademark License, but only to the extent, and for as long as, such prohibition is not terminated or rendered unenforceable or otherwise deemed ineffective by the UCC or any other Requirements of Law and (ii) any "intent to use" Trademark applications for which a statement of use has not been filed and accepted (but only until such statement is filed and accepted).

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this agreement and any provision of the Security Agreement, the Security Agreement shall control.

[Remainder of page intentionally left blank; signature page follows.

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

VINTAGE WISCONSIN, LLC, a
Wisconsin limited liability company

By: 
Name: James Coady
Title: Vice President

Acknowledged:

GOLUB CAPITAL INCORPORATED,
a New York corporation, as Administrative Agent

By: Andrew Steuer
Name: Andrew Steuerman
Title: Authorized Signatory

Trademark Security Agreement - Vintage Wisconsin, LLC

TRADEMARK
REEL: 003692 FRAME: 0161

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Serial/Registration No.</u>	<u>Date Registered</u>
VINTAGE PARTS, LLC	2908532	12/7/04

TRADEMARK APPLICATIONS

<u>Trademark Description</u>	<u>Application</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
VINTAGE PARTS		77342761	12/3/07