

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.		06/13/2008	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: 16

Property Type	Number	Word Mark
Registration Number:	2264828	WELTMEISTER
Registration Number:	1287048	WELTMEISTER
Registration Number:	2281093	WELTMEISTER
Registration Number:	2264851	W WELTMEISTER
Registration Number:	2277752	W WELTMEISTER
Registration Number:	1287049	W WELTMEISTER
Registration Number:	3207488	W WELTMEISTER
Registration Number:	2951953	WELTMEISTER.COM
Registration Number:	2281092	AUTOMOTION
Registration Number:	1234031	AUTOMOTION
Registration Number:	2281111	AUTOMOTION
Registration Number:	2660089	AUTOMOTION.COM
Registration Number:	2576551	STATESMAN
Registration Number:	1736397	PERFORMANCE PRODUCTS

OP \$415.00 2264828

Registration Number:	2470955	PERFORMANCEPRODUCTS.COM
Serial Number:	77126039	EUROMEISTER

CORRESPONDENCE DATA

Fax Number: (312)863-7806
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-863-7198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher
Address Line 1: Goldberg Kohn
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	3972.022
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	06/17/2008

Total Attachments: 11
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TRADEMARK SECURITY AGREEMENT (SUPPLEMENTAL)

TRADEMARK SECURITY AGREEMENT (SUPPLEMENTAL), dated as of June 13, 2008 (this "Trademark Security Agreement"), by ECKLER INDUSTRIES, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as 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 Grantor, certain affiliates of Grantor party thereto, the Lenders and the L/C Issuers from time to time party thereto and Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and certain of its affiliates shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guaranty and Security Agreement dated as of June 30, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. 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"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to 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.

3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent 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.

4. Grantor Remains Liable. 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 its Trademarks and IP Licenses subject to a security interest hereunder.

5. Counterparts. This Trademark Security 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.

6. Governing Law. This Trademark Security 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.

[signature page follows]

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

ECKLER INDUSTRIES, INC.,
as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent**

By: *Brian Sommerfeld*
Name: Brian E. Sommerfeld
Title: Duly Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

A. REGISTERED TRADEMARKS

See attached.

B. TRADEMARK APPLICATIONS

None.


C. IP LICENSES

1. "Accuterm" (a mass marketed terminal emulation program in use at the Purchased Business; 100 licenses, renewable yearly, and is current).
2. License to the "HP UNIX" box (only requires one license, renewable yearly, and is current).
3. "Series 90" (a complete distribution package; Purchased Business owns outright and has access to source code and rights and privileges to enhance the application as needed).

Attachment A. to Schedule I to Trademark Security Agreement



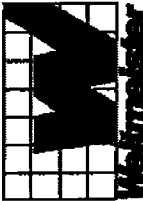
REGISTERED TRADEMARKS

UNITED STATES

Matter No.	MARK	Class(es)	GOODS/SERVICES	SERIAL NO. FILING DATE	REG. NO. REG. DATE	Use & Renewal Dates	STATUS
T005USA9 US	WELTMEISTER	9	Computer chip for automobiles which monitors fuel injection mixtures	75/495,800 6/4/98	2,264,828 7/27/99	Renewal: 7/27/09	Registered
T005USA12 US	WELTMEISTER	12	Automotive parts, namely, sway bars, steering rack spacers, sway bar drop links, sway bar U-Tab mounts, chassis stiffeners, suspension arm reinforcements, solid transmission mounts, torsion tube mounts, engine sump oil trap, starter boosters, clutch pins, clutch cables, accelerator cables, transmission shifters, and relief valve pistons for engine oil pumps	73/419,154 3/28/83	1,287,048 7/24/84	Renewal: 7/24/14	Registered
T005USA12A US	WELTMEISTER	12	Automotive parts, namely, torsion bars and wheel spacers and adapters	75/495,858 6/4/98	2,281,093 9/28/99	Renewal: 9/28/09	Registered
T006USA9 US	W WELTMEISTER AND DESIGN 	9	Computer chip for automobiles which monitors fuel injection mixtures	75/498,388 6/8/98	2,264,851 7/27/99	Renewal: 7/27/09	Registered

TRADEMARK

REEL: 003800 FRAME: 0091

Matter No.	MARK	Class(es)	GOODS/SERVICES	SERIAL NO. FILING DATE	REG. NO. REG. DATE	Use & Renewal Dates	STATUS
T006USA12 US	W WELTMEISTER AND DESIGN 	12	Automotive parts, namely, torsion bars and wheel spacers and adapters	75/498,387 6/8/98	2,277,752 9/14/99	Renewal: 9/14/09	Registered
T006USA12A US	W WELTMEISTER AND DESIGN 	12	Automotive parts, namely, steering rack spacers, sway bar drop links, sway bar U-Tab mounts, chassis stiffeners, suspension arm reinforcements, solid transmission mounts, torsion tube mounts, engine sump oil trap, starter boosters, clutch pins, clutch cables, accelerator cables, transmission shifters, and relief valve pistons for engine oil pumps	73/420,965 4/11/83	1,287,049 7/24/84	Renewal: 7/24/14	Registered
T007 US	W WELTMEISTER AND DESIGN 	12	Suspension springs for automobiles, plastic suspension bushings for automobiles, pedal cluster bushings for automobiles, and sway bars	78/646,664 6/8/05	3,207,448 2/13/07	Use: 2/13/13 Renewal: 2/13/17	Registered
T008 US	WELTMEISTER.COM	35	Online ordering services in the field of automotive parts and accessories	75/916,578 2/11/00	2,951,953 5/17/05	Use: 5/17/11 Renewal: 5/17/15	Registered
T009USA35	AUTOMOTION	35	Retail and wholesale services, namely, retail and wholesale stores,	75/495,812	2,281,092	Renewal: 9/28/09	Registered

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Matter No.	MARK	Class(es)	GOODS/SERVICES	SERIAL NO. FILING DATE	REG. NO. REG. DATE	Use & Renewal Dates	STATUS
US			mail order catalog services, mail order services, online ordering services and computerized online ordering services, all featuring automotive parts	6/4/98	9/28/99		
T009USA42 US	AUTOMOTION	42	Retail automotive parts store services; and distributorship services in the field of automotive parts	73/331,072 10/5/81	1,294,031 4/5/83	Renewal: 4/5/13	Registered
T010 US	AUTOMOTION STYLIZED AUTOMOTION	35	Retail and wholesale services, namely, retail and wholesale stores, mail order catalog services, mail order services, online ordering services and computerized online ordering services, all featuring automotive parts	75/498,389 6/8/98	2,281,111 9/28/99	Renewal: 9/28/09	Registered
T011 US	AUTOMOTION.COM	35	Online ordering services in the field of automotive parts and accessories	75/916,579 2/11/00	2,660,089 12/10/02	Use: 12/10/08 Renewal: 12/10/12	Registered
T012 US	STATESMAN	27	Automotive carpets	75/864,080 12/3/99	2,576,551 6/4/02	Use: 6/4/08 Renewal: 6/4/12	Registered
T013 US	PERFORMANCE PRODUCTS AND DESIGN PERFORMANCE	12 42	Automobile windshield sun shades and fitted automobile covers Mail order catalog services for automotive parts and accessories	74/145,969 3/11/91	1,736,397 12/01/92	Renewal: 12/01/12	Registered

Matter No.	MARK	Class(es)	GOODS/SERVICES	SERIAL NO. FILING DATE	REG. NO. REG. DATE	Use & Renewal Dates	STATUS
T014 US	PERFORMANCEPRODUCTS .COM	16 35	Catalogs featuring automotive parts and accessories Online ordering services in the field of automotive parts and accessories	75/732,336 6/18/99	2,470,955 7/24/01	Renewal: 7/24/11	Registered
T015 US	EUROMEISTER	12	Wheels and rims	77/126,039 3/8/07			Notice of Allowance issued on 1/29/08. Statement of Use and/or First Request for Extension of Time due 7/29/08.

INTERNATIONAL

Matter No/ Country	MARK	Class(es)	GOODS/SERVICES	SERIAL NO. FILING DATE	REG. NO. REG. DATE	Renewal Date	STATUS
T005CTM European Community	WELTMEISTER	7	Carburetor linkage for automobiles	1877703	1877703	9/28/10	Registered
		8	Manually operated automotive repair tools, namely, transmission gear ring remover tool, clutch alignment tool and chassis rear camber alignment tool	9/28/00	2/12/02		
		9	Battery ground cables and mounting hardware therefore; computer chip for automobiles which monitors fuel injection mixtures				
		12	Automotive parts, namely, sway bars, steering rack spacers, sway bar drop links, sway bar u-tab mounts, chassis stiffeners, suspension arm reinforcements, solid transmission mounts, torsion tube mounts, engine sump oil trap, starter boosters, clutch pins, clutch cables, accelerator cables, transmission shifters, relief valve pistons for engine oil pumps, torsion bars and wheel spacers and adapters; suspension springs for automobiles, plastic suspension bushings for automobiles, and pedal cluster bushings for automobiles				
T005JP Japan	WELTMEISTER	7	Parts of carburetor for motor vehicles	2000-108210	4,565,332	5/10/12	Registered
		8	Manually operated tools for automotive transmission gear ring	10/3/00	5/10/02		

				remover; manually operated tools for automotive clutch alignment and chassis rear camber alignment					
				Battery cables, connectors for use with battery, and computer chip for automobiles which monitors fuel injection mixtures					
				Automotive parts					
T009CTM European Community	AUTOMOTION	35	35	Retail and wholesale services, namely retail and wholesale stores, mail order catalog services, mail order services, online ordering services and computerized online ordering services, all featuring automotive parts	1882802 9/28/00	1882802 4/2/02	9/28/10	Registered	
			39	Retail automotive parts store services; and distributorship services in the field of automotive parts					
T014CTM European Community	PERFORMANCEPRODUCTS .COM	16	16	Catalogs featuring automotive parts and accessories	1426212 12/15/99	1426212 2/6/01	12/15/09	Registered	
			35	Online ordering services in the field of automotive parts and accessories					