

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
ATX Group, Inc.		09/15/2008	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	100 Federal Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3039449	ATX	
Registration Number:	3052211	ATX	
Registration Number:	2189864	ATX TECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:	(617)502-4877		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-248-4877		
Email:	hbalmat@choate.com		
Correspondent Name:	Heather E. Balmat		
Address Line 1:	Two International Place		
Address Line 2:	Choate, Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2005936.0009		
NAME OF SUBMITTER:	Heather E. Balmat		

OP \$90.00 3039449

Signature:

/Heather E. Balmat/

Date:

09/15/2008

Total Attachments: 3

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “*Agreement*”), is entered into as of September 15, 2008, by CROSS COUNTRY AUTOMOTIVE SERVICES, INC., a Nevada corporation (“*CCAS*”), CROSS COUNTRY MOTOR CLUB, INC., a Massachusetts corporation (“*CCMC*”), ATX GROUP, INC., a Texas corporation (“*ATX*” and, together with CCAS and CCMC, the “*Grantors*” and each a “*Grantor*”), in favor of BANK OF AMERICA, N.A., in its capacity as Administrative Agent under and as defined in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Security Agreement dated as of September 12, 2008 (as amended from time to time, the “*Security Agreement*”) in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Lenders a lien on and a security interest in and to all of its right, title and interest in, to and under all:

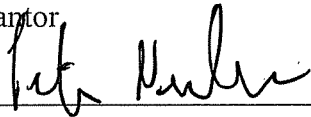
- (a) Trademarks for which registrations or applications for registration are listed on Schedule I attached hereto;
- (b) Goodwill associated with such Trademarks; and
- (c) Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks 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 that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

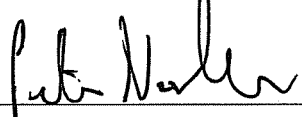
[Signature Page Follows]

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

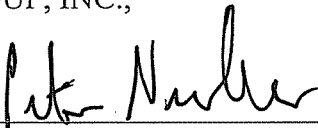
CROSS COUNTRY AUTOMOTIVE SERVICES, INC.,
as Grantor

By: 
Name:
Title:

CROSS COUNTRY MOTOR CLUB, INC.
as Grantor

By: 
Name:
Title:

ATX GROUP, INC.,
as Grantor

By: 
Name:
Title:

Schedule I

TRADEMARKS AND SERVICEMARKS:

<u>MARK</u>	<u>REGISTRATION/APPLICATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>OWNER</u>
AUTOVALET	2727632	June 17, 2003	CCAS
ARGOSI.NET (BLOCK)	2623732)	September 24, 2002	CCAS
ARGOSI.NET (Miscellaneous Design)	TMA638936 (Canada)	May 3, 2005	CCAS
ARGOSI.NET (Design plus character(s))	2665473	December 24, 2002	CCAS
RV-AID (BLOCK)	1163187	July 28, 1981	CCMC
DRIVER'S CHOICE (BLOCK)	1796158)	September 28, 1993	CCAS
BUILDING LASTING RELATIONSHIPS	2878223	August 31, 2004	CCAS
DRIVER'S ONECARD (BLOCK)	1872927	January 10, 1995	CCAS
HIGHWAY DESIGN (Miscellaneous Design)	1396203	June 3, 1985	CCMC
ASSIST 24 (BLOCK)	2327061	March 7, 2000	CCAS
ASSIST 24 (BLOCK)	1604976	July 3, 1990	CCAS
DRIVER'S PREMIER (BLOCK)	2668584	December 31, 2002	CCAS
DRIVER'S ELITE (BLOCK)	2677030)	January 21, 2003	CCAS
DRIVER'S ONE (BLOCK)	2677031	January 21, 2003	CCAS
ARGOSI (BLOCK)	2768680	September 30, 2003	CCAS
ARGOSI	1186607 (Canada - Pending)	August 6, 2003	CCAS
ARGOSI (BLOCK)	78/217019	February 20, 2003	CCAS
VIMS (BLOCK)	78/594974	March 25, 2005	CCAS
SAFE 'N SECURE (BLOCK)	77/162871	April 23, 2007	CCAS
TOWEVENTS (BLOCK)	78/926744	July 11, 2006	CCAS
DRIVER'S CHOICE (BLOCK)	1796158	September 28, 1993	CCAS
INTELLIGENT SOLUTIONS FROM CROSS COUNTRY (BLOCK)	PENDING		CCAS
M (DESIGN PLUS CHARACTER(S))	PENDING		CCAS
MERJ (BLOCK)	PENDING		CCAS
ATX	3039449	January 10, 2006	ATX
ATX & Design	3052211	January 31, 2006	ATX
ATX TECHNOLOGIES	2189864	September 15, 1998	ATX
ATX Logo	3439569 (EU)	May 19, 2005	ATX
ON GUARD	559790 (Canada)	March 27, 2002	ATX