

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

11555-1 (2)

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Parts Now! LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Association
- Limited Partnership

Other Delaware limited liability

Citizenship (see guidelines) company

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: M&I Marshall & Ilsley Bank,

Internal as agent

Address: _____

Street Address: 1 West Main St.

City: Madison

State: WI

Country: USA Zip: 53703

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

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)

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

Execution Date(s) September 30, 2008

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

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: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved:

17

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 440

- 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 232428

Authorized User Name Laura Konrath

9. Signature:

Signature

Date

Laura Konrath

Name of Person Signing

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





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

CH \$440.00 232428 77452119



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Continuation
Item 4

TRADEMARK REGISTRATIONS

Jurisdiction	Mark	Int'l Class/ Goods and Services	Application Ser. No./ Filing Date	Registration No. / Registration Date	Status
US	The Now! Team	35	77/452,119 4/18/2008		Pending; approved for publication
US	Parts Now!	9	77/452,076 4/18/2008		Pending; published 9/9/2008.
US	The Printer Works	35	78/778,489 12/21/2005	3,168,544 11/7/2006	Registered; Affidavit of use due 11/7/2006; Renewal due 11/7/2012.
US	Parts Now Design 	37	78/663,206 7/2/2005	3,464,057 7/8/2008	Registered; Affidavit of use due 7/8/2014; Renewal due 7/8/2018.
US	Parts Now Design 	37	78/663,202 7/2/2005	3,432,757 5/20/2008	Registered; Affidavit of use due 5/20/2014; Renewal due 5/20/2018.
US	Parts Now Design 	41	78/663,204 7/2/2005	3,336,288 11/13/2007	Registered; Affidavit of use due 11/13/2013; Renewal due 11/13/2017.
US	Parts Now Design 	35	78/663,201 7/2/2005	3,432,756 5/20/2008	Registered; Affidavit of use due 5/20/2014; Renewal due 5/20/2018.
US	An Inventory of Solutions	37, 41, 42	78/123,306 4/22/2002	2,683,363 2/4/2003	Registered; Affidavit of use due 2/4/2009; Renewal due 2/4/2013.
US	Service Today	16	78/123,286 4/22/2002	2,695,879 3/11/2003	Registered; Affidavit of use due 3/11/2009; Renewal due 3/11/2013.
US	Parts Now!	41	75,296,612 5/22/1997	2,187,477 9/8/1998	Registered; Renewal due 9/8, 2018. 11/2/1999 Security Interest from Parts Now! LLC to Antares Capital Corporation; Recorded 11/23/1999; Reel/Frame 1998/0171

10)

Jurisdiction	Mark	Int'l Class/ Goods and Services	Application Ser. No./ Filing Date	Registration No./ Registration Date	Status
US	Parts Now! Design 	35	75/296,608 5/22/1997	2,149,494 4/7/1998	Registered; Renewal due 4/7/2018. 11/2/1999 Security Interest from Parts Now! LLC to Antares Capital Corporation; Recorded 11/23/1999; Reel/Frame 1998/0171
US	Parts Now!	37, 42	75/296,613 5/22/1997	2,189,116 9/15/1998	Registered; Renewal due 9/8/2018. 11/2/1999 Security Interest from Parts Now! LLC to Antares Capital Corporation; Recorded 11/23/1999; Reel/Frame 1998/0171
US	Parts Now!	35	75/296,611 5/22/1997	2,149,495 4/7/1998	Registered; Renewal due 4/7/2018. 11/2/1999 Security Interest from Parts Now! LLC to Antares Capital Corporation; Recorded 11/23/1999; Reel/Frame 1998/0171
US	Parts Now!	37	75/296,607 5/22/1997	2,254,188 6/15/1999	Registered; Renewal due 6/15/2009. 11/2/1999 Security Interest from Parts Now! LLC to Antares Capital Corporation; Recorded 11/23/1999; Reel/Frame 1998/0171
US	Parts Now!	35	75/296,609 5/22/1997	2,235,165 3/23/1999	Registered; Renewal due 3/23/2009. 11/2/1999 Security Interest from Parts Now! LLC to Antares Capital Corporation; Recorded 11/23/1999; Reel/Frame 1998/0171
US	Parts Now!	9	75/296,614 5/22/1997	2,189,117 9/15/1998	Registered; Renewal due 9/15/2018. 11/2/1999 Security Interest from Parts Now! LLC to Antares Capital Corporation; Recorded 11/23/1999; Reel/Frame 1998/0171
US	Parts Now! Design 	37, 42	75/296,610 5/22/1997	2,189,115 9/15/1998	Registered; Renewal due 9/15/2018. 11/2/1999 Security Interest from Parts Now! LLC to Antares Capital Corporation; Recorded 11/23/1999; Reel/Frame 1998/0171
Wisconsin	Parts Now!	9, 37	N/A	3/8/1989	Registered

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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 30, 2008, by PARTS NOW! LLC, a Delaware limited liability company ("*Grantor*"), in favor of M&I MARSHALL & ILSLEY BANK, in its capacity as Administrative Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, as Borrower, certain affiliates of Grantor, as Credit Parties, Administrative Agent and the other financial institution signatories thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Credit Agreement*"), Lenders have agreed to make the Loans and to incur L/C Obligations for the benefit of Grantor;

WHEREAS, Administrative Agent and Lenders are willing to make the Loans and to incur L/C Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Administrative Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date hereof (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 Administrative Agent, for itself and the ratable benefit of Lenders, 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.

(a) "*License*" means any license of rights or interests now held or hereafter acquired by Grantor.

(b) "*Trademark License*" means rights now owned or hereafter acquired by Grantor under any written agreement granting any right to use any Trademark.

(c) "*Trademarks*" means all of the following now owned or hereafter adopted or acquired by Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, internet domain names, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and General Intangibles (as such term is defined in the Uniform Commercial Code) of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States

Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby grants to Administrative Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark Licensed under any Trademark License if Grantor has the right to make such a claim under such Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark Licensed under any Trademark License if Grantor has the right to make such a claim under such Trademark License.

Notwithstanding anything to the contrary contained herein, this Trademark Security Agreement shall not operate as a sale, transfer, conveyance or other assignment to Administrative Agent of any applications by any Grantor for Trademarks based on an intent to use the same if and so long as such application is pending and not matured into registered Trademarks (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as any Intent-To-Use Application is pending this agreement shall operate only to create a security interest for collateral purposes in favor of Administrative Agent, for the ratable benefit of the Lenders, on such Intent-To-Use Application as Collateral for the Obligations.

Notwithstanding any of the other provisions set forth herein, this Trademark Security Agreement shall not constitute a grant of a security interest in any Trademark or Trademark License to the extent such grant of a security interest is prohibited by or constitutes a breach or default under any contract or License or would jeopardize Grantor's rights therein or thereunder or registrations or applications therefor; provided that (i) if the contract or License is listed on Schedule I, Grantor shall so indicate any such limitations on the attached Schedule I and (ii) if at any later time such grant of a security interest is not prohibited by or does not constitute a breach or default under any contract or License and would not jeopardize Grantor's rights therein or thereunder or registrations or applications therefor, the rights and property as to which such prohibition previously applied shall automatically be included in the Trademark Collateral, without further action on the part of any Grantor or Administrative Agent.

Notwithstanding any of the other provisions set forth herein, this Trademark Security Agreement shall not constitute a grant of a security interest in any Trademark or Trademark License to the extent such Trademark or Trademark License constitutes "*Excluded Property*" under and as defined in the Security Agreement.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of 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.

[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.

PARTS NOW! LLC

By: Bruce R. Hooper
Name: Bruce R. Hooper
Title: CEO

ACKNOWLEDGMENT OF GRANTOR

STATE OF Wisconsin)
) ss.
COUNTY OF Dane)

On this 29th day of September, 2008 before me personally appeared Bruce Hagan proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Parts Now! LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{scal}

Barbara J. Reisinger d-14-2010
Notary Public

ACCEPTED AND ACKNOWLEDGED BY:

M&I MARSHALL & ILSLEY BANK
as Administrative Agent

By: Mark G. Giamatti
Name: Mark Giamatti
Title: Vice President

Signature Page to Parts Now! Trademark Security Agreement

TRADEMARK
REEL: 003873 FRAME: 0784

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS





FROM K&E

CHI:2151116.4



TRADEMARK
REEL: 003873 FRAME: 0785

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS








Jurisdiction	Mark	Int'l Class/ Goods and Services	Application Ser. No./ Filing Date	Registration No. / Registration Date	Status
US	The Now! Team	35	77/452,119 4/18/2008		Pending; approved for publication
US	Parts Now!	9	77/452,076 4/18/2008		Pending; published 9/9/2008.
US	The Printer Works	35	78/778,489 12/21/2005	3,168,544 11/7/2006	Registered; Affidavit of use due 11/7/2006; Renewal due 11/7/2012.
US	Parts Now Design 	37	78/663,206 7/2/2005	3,464,057 7/8/2008	Registered; Affidavit of use due 7/8/2014; Renewal due 7/8/2018.
US	Parts Now Design 	37	78/663,202 7/2/2005	3,432,757 5/20/2008	Registered; Affidavit of use due 5/20/2014; Renewal due 5/20/2018.
US	Parts Now Design 	41	78/663,204 7/2/2005	3,336,288 11/13/2007	Registered; Affidavit of use due 11/13/2013; Renewal due 11/13/2017.
US	Parts Now Design 	35	78/663,201 7/2/2005	3,432,756 5/20/2008	Registered; Affidavit of use due 5/20/2014; Renewal due 5/20/2018.
US	An Inventory of Solutions	37, 41, 42	78/123,306 4/22/2002	2,683,863 2/4/2003	Registered; Affidavit of use due 2/4/2009; Renewal due 2/4/2013.
US	Service Today	16	78/123,286 4/22/2002	2,695,879 3/11/2003	Registered; Affidavit of use due 3/11/2009; Renewal due 3/11/2013.
US	Parts Now!	41	75/296,612 5/22/1997	2,187,477 9/8/1998	Registered; Renewal due 9/8/2018. 11/2/1999 Security Interest from Parts Now! LLC to Antares Capital Corporation; Recorded 11/23/1999; Reel/Frame 1998/0171







(10)

Jurisdiction	Mark	Int'l Class/ Goods and Services	Application Ser. No./ Filing Date	Registration No. / Registration Date	Status
US	Parts Now! Design 	35	75/296,608 5/22/1997	2,149,494 4/7/1998	Registered; Renewal due 4/7/2018. 11/2/1999 Security Interest from Parts Now! LLC to Antares Capital Corporation; Recorded 11/23/1999; Reel/Frame 1998/0171
US	Parts Now!	37, 42	75/296,613 5/22/1997	2,189,116 9/15/1998	Registered; Renewal due 9/8/2018. 11/2/1999 Security Interest from Parts Now! LLC to Antares Capital Corporation; Recorded 11/23/1999; Reel/Frame 1998/0171
US	Parts Now!	35	75/296,611 5/22/1997	2,149,495 4/7/1998	Registered; Renewal due 4/7/2018. 11/2/1999 Security Interest from Parts Now! LLC to Antares Capital Corporation; Recorded 11/23/1999; Reel/Frame 1998/0171
US	Parts Now!	37	75/296,607 5/22/1997	2,254,188 6/15/1999	Registered; Renewal due 6/15/2009. 11/2/1999 Security Interest from Parts Now! LLC to Antares Capital Corporation; Recorded 11/23/1999; Reel/Frame 1998/0171
US	Parts Now!	35	75/296,609 5/22/1997	2,235,165 3/23/1999	Registered; Renewal due 3/23/2009. 11/2/1999 Security Interest from Parts Now! LLC to Antares Capital Corporation; Recorded 11/23/1999; Reel/Frame 1998/0171
US	Parts Now!	9	75/296,614 5/22/1997	2,189,117 9/15/1998	Registered; Renewal due 9/15/2018. 11/2/1999 Security Interest from Parts Now! LLC to Antares Capital Corporation; Recorded 11/23/1999; Reel/Frame 1998/0171
US	Parts Now! Design 	37, 42	75/296,610 5/22/1997	2,189,115 9/15/1998	Registered; Renewal due 9/15/2018. 11/2/1999 Security Interest from Parts Now! LLC to Antares Capital Corporation; Recorded 11/23/1999; Reel/Frame 1998/0171
Wisconsin	Parts Now!	9, 37	N/A	3/8/1989	Registered

TRADEMARK

REEL: 003873 FRAME: 0787

Jurisdiction	Mark	Int'l Class/ Goods and Services	Application Ser. No./ Filing Date	Registration No. / Registration Date	Status
Argentina	Parts Now!	35	N/A	93008 5/19/2008	Registered; Renewal due 1/15/2018
Brazil	Parts Now!	35	828572666 7/17/2006		Pending
Brazil	Parts Now!	37	828572682 7/17/2006		Pending
Brazil	Parts Now!	41	828572712 7/17/2006		Pending
Brazil	Parts Now!	42	828572747 7/17/2006		Pending
Brazil	Parts Now! Design 	35	825724066 7/21/2003	825724066 7/3/2007	Registered; Renewal due 7/3/2017.
Brazil	Parts Now! Design 	9	825724058 7/21/2003	825724058 7/3/2007	Registered; Renewal due 7/3/2017.
Brazil	Parts Now! Design 	41	825724082 7/21/2003	824724082 6/12/2007	Registered; Renewal due 6/12/2017.
Brazil	Parts Now! Design 	37	825724074 7/21/2003	825724074 7/3/2007	Registered; Renewal due 7/3/2017.
Canada	Parts Now Design 	35	128540100 1/9/2006	TMA685656 4/5/2007	Registered; Renewal due 4/5/2022.
Canada	Parts Now Design 	35, 37, 41, 42	128418800 12/21/2005		Pending; Mark opposed by PC Parts Now, Inc.
Canada	Parts Now!	9, 35, 37, 41	085409100 8/20/1997	TMA518404 10/21/1999	Registered; Renewal due 10/21/2014.
CTM	Parts Now!	35, 37, 41, 42	5157731 6/23/2006	5157731 10/18/2007	Registered; Renewal due 6/23/2016.
Mexico	Parts Now Design 	41	801560 8/21/2006	957028 10/9/2006	Registered
Mexico	Parts Now Design	9	801562 8/21/2006	1008045 10/25/2007	Registered

Jurisdiction	Mark	Int'l Class/ Goods and Services	Application Ser. No./ Filing Date	Registration No. / Registration Date	Status
					
Mexico	Parts Now Design 	39	801561 3/21/2006	980472 4/19/2007	Registered
Mexico	Parts Now! Design 	41	603862 6/4/2003	821591 2/24/2004	Registered
Mexico	Parts Now! Design 	39	603859 6/4/2003	929366 4/20/2006	Registered
Mexico	Parts Now! Design 	37	603860 6/4/2003	825973 3/23/2004	Registered
Mexico	Parts Now! Design 	9	603861 6/4/2003	824841 3/15/2004	Registered