

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
Maverick I Acquisition Corp.		10/21/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 W Monroe
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	3492302	MEDUSA
Registration Number:	3433537	NORTH AMERICA'S BODYSHOP
Registration Number:	3006015	MAACO COLLISION REPAIR & AUTO PAINTING
Registration Number:	2997464	A.M.A. CAR
Registration Number:	2853706	MAACO
Registration Number:	2787733	AMERICA'S BODYSHOP
Registration Number:	2764069	
Registration Number:	2617360	COSMOLLISION
Registration Number:	2482155	IT'S MAACO FOR MAACO-VERS!
Registration Number:	2575354	MAACO-VERS
Registration Number:	2450961	SIGNATURE SERVICE
Registration Number:	2275957	MAACO
Registration Number:	2146176	MAACO POLARIS
Registration Number:	2111535	SUPER PACK

CH \$865.00 3492302

Registration Number:	1950930	VALUE-PREP
Registration Number:	1974744	SMART VALUE
Registration Number:	1933300	SUPREME PLUS
Registration Number:	1938812	PREP PLUS
Registration Number:	1935667	SUPREME
Registration Number:	1937610	SMART CHOICE
Registration Number:	1946653	POLY-LOK
Registration Number:	2034247	SMART PACK
Registration Number:	1959356	ULTRA URETHANE
Registration Number:	1940652	AMERICA'S SMART CHOICE
Registration Number:	1610782	
Registration Number:	1610781	MAACO CERTIFIED COLLISION CENTER
Registration Number:	1480014	MAACO
Registration Number:	1459555	UH OH BETTER GET MAACO
Registration Number:	1448895	PRESIDENTIAL
Registration Number:	1448896	AMBASSADOR
Registration Number:	1084283	MAACO
Registration Number:	1084252	MAACO
Registration Number:	1050442	MAACO AUTO PAINTING & BODYWORKS
Registration Number:	1008037	MAACO AUTO PAINTING

CORRESPONDENCE DATA

Fax Number: (312)577-4565
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3125778265
Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic c/o Katten Muchin
Address Line 1: 525 W Monroe
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-319
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	10/29/2008

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 21, 2008, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative 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 Credit Agreement, dated as of July 31, 2008 (as amended by that certain Amended and Restated Credit Agreement dated as of the date hereof and as may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of July 31, 2008 in favor of the Agent (as has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark. Each 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 such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

1. all renewals and extensions of the foregoing;
2. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
3. 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.

Section 3. Guaranty and 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 Guaranty and Security Agreement and each 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each 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 desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 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. Delivery of an executed signature page of this Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 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 New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

Very truly yours,

MAVERICK I ACQUISITION CORP., a
Delaware corporation
as Grantor

By: 

Name: Kenneth D. Walker

Title: President

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each 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.

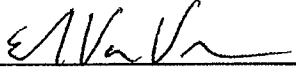
Very truly yours,

MAVERICK I ACQUISITION CORP., a
Delaware corporation
as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: Erik Van Vuren
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

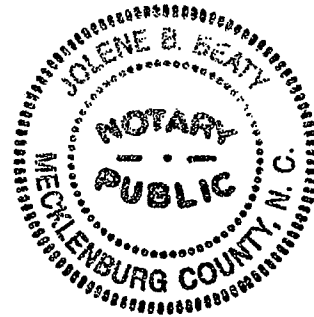
State of North Carolina)
County of Mecklenburg)

ss.

On this 16th day of October, 2008 before me personally appeared Kenneth D. Walker, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Maverick Acquisition Corp, 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 as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Jolene B. Beatty
Notary Public

My Commission Expires: August 16, 2012.



Acknowledgement of Grantor for Trademark Security Agreement (Mav I)

60675566

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Key

MAAC-MAACO Canada, Inc.
MAAI-MAACO Enterprises, Inc.

1. REGISTERED TRADEMARKS

Trademarks and Service Marks – US

Type Mark	Description	Ownership	Registration Number	Original Registration Date
Service Mark	MEDUSA	MAAI	3,492,302	08/26/08
Service Mark (Supplemental Register)	NORTH AMERICA'S BODYSHOP	MAAI	3,433,537	05/20/08
Service Mark	MAACO COLLISION REPAIR & AUTO PAINTING	MAAI	3,006,015	10/11/05
Service Mark	A.M.A. CAR	MAAI	2,997,464	09/20/05
Service Mark	MAACO	MAAI	2,853,706	06/15/04
Service Mark (Supplemental Register)	AMERICA'S BODY SHOP	MAAI	2,787,733	11/25/03
Service Mark	Design Mark of Man in Trench Coat	MAAI	2,764,069	09/16/03
Service Mark	COSMOLISSION	MAAI	2,617,360	09/10/02
Service Mark	IT'S MAACO FOR MAACO-VERS!	MAAI	2,482,155	08/28/01
Service Mark	MAACO-VERS	MAAI	2,575,354	06/04/02
Service Mark	SIGNATURE SERVICE	MAAI	2,450,961	05/15/01
Service Mark	MAACO	MAAI	2,275,957	09/07/99
Service Mark	MAACO POLARIS & Design	MAAI	2,146,176	03/24/98
Service Mark	SUPER PACK	MAAI	2,111,535	11/11/97

Type Mark	Description	Ownership	Registration Number	Original Registration Date
Service Mark	VALUE-PREP	MAAI	1,950,930	01/23/96
Service Mark	SMART VALUE	MAAI	1,974,744	05/21/96
Service Mark	SUPREME PLUS	MAAI	1,933,300	11/07/95
Service Mark	PREP PLUS	MAAI	1,938,812	11/28/95
Service Mark	SUPREME	MAAI	1,935,667	11/14/95
Service Mark (Supplemental Register)	SMART CHOICE	MAAI	1,937,610	11/21/95
Service Mark	POLY-LOK	MAAI	1,946,653	01/09/96
Service Mark	SMART PACK	MAAI	2,034,247	01/28/97
Service Mark	ULTRA URETHANE	MAAI	1,959,356	02/27/96
Service Mark	AMERICA'S SMART CHOICE	MAAI	1,940,652	12/12/95
Service Mark	Design	MAAI	1,610,782	08/21/90
Service Mark	MAACO CERTIFIED COLLISION CENTER	MAAI	1,610,781	08/21/90
Service Mark	MAACO	MAAI	1,480,014	03/08/88
Service Mark	UH OH BETTER GET MAACO	MAAI	1,459,555	09/29/87
Service Mark	PRESIDENTIAL	MAAI	1,448,895	07/21/87
Service Mark	AMBASSADOR	MAAI	1,448,896	07/21/87
Service Mark	MAACO	MAAI	1,084,283	01/31/78
Service Mark	MAACO	MAAI	1,084,252	01/31/78
Service Mark	MAACO AUTO PAINTING & BODYWORKS & Design	MAAI	1,050,442	10/19/76
Service Mark	MAACO AUTO PAINTING	MAAI	1,008,037	04/01/75

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

- (A) Software License Agreement dated June 6, 1995, between Meineke Car Care Centers, Inc., and Infosynch, Inc.
- (B) Two (2) Limited License Agreements dated December 30, 1991, between Meineke Car Care Centers, Inc., Business Data Group, and Graphic World Corp.
- (C) License Agreement dated September 30, 2002, between Meineke Car Care Centers, Inc., and Source4, Integrated Business & Marketing Solutions
- (D) License Agreement dated May 2002, between Meineke Car Care Centers, Inc., and Source4 Integrated Business & Marketing Solutions
- (E) Learning Module License Agreement dated July 26, 2002, between SBA-TLC, Inc., University of the Aftermarket, and On-time training
- (F) Software License and Maintenance Agreement between Forward Development, Inc., and Meineke Car Care Centers, Inc. franchisees who purchase M.key software
- (G) License Agreement dated February 20, 1997, between Meineke Car Care Centers, Inc., and Maremont Corporation
- (H) License Agreement dated March 28, 2001, between Meineke Car Care Centers, Inc., and Art Beat
- (I) Limited License Agreement dated April 14, 1997, between Meineke Car Care Centers, Inc., and D.C. Promotions
- (J) License Agreement dated June 29, 2001, between Meineke Car Care Centers, Inc., and AARD-ALLTUF Screenprinters
- (K) License Agreement dated July 10, 2001, between Meineke Car Care Centers, Inc., and COMDA The Calendar People
- (L) License Agreement dated October 8, 2001, between Meineke Car Care Centers, Inc., and Cee-Jay Research & Sales, LLC
- (M) License Agreement dated July 14, 1995, between Meineke Car Care Centers, Inc., and Credit First National Association
- (N) License Agreement dated June 23, 2003, between Meineke Car Care Centers, Inc., and UniFirst Corporation
- (O) Master License Agreement dated October 11, 2002, between Meineke Car Care Centers, Inc., and Business Development Center BDC, S.A. (Ecuador)
- (P) Master License Agreement dated June 11, 2002, between Meineke Car Care Centers, Inc., and Alqarar Alsaeb for Car Services Company With Limited Liability (W.L.L.) (Saudia Arabia)
- (Q) Master License Agreement dated June 1, 2001, between Meineke Car Care Centers, Inc., and Pro-Tools International, C.A. (Venezuela)
- (R) Master License Agreement dated December 12, 2000, between Meineke Car Care Centers, Inc., and Operadora Mecanica Automotriz, S.A.DE C.V. (Mexico)
- (S) Master License Agreement dated December 15, 2004, between Meineke Car Care Centers, Inc., and Shanghai Guiwan Industrial Investment Co. (China)
- (T) Master Development Agreement dated July 26, 1999, between Meineke Car Care Centers, Inc., and Vitatrac, S.A. (Guatemala)
- (U) Master Development Agreement dated May 8, 1997, between Meineke Car Care Centers, Inc., and Enrique Dalet (Dominican Republic)
- (V) License Agreement dated May 30, 2003, between Meineke Car Care Centers, Inc., and Land's End
- (W) Consent to Use of Name (undated) between Meineke Car Care Centers, Inc., and Meineke Canada Inc.
- (X) Consent to Use of Trade-Mark (undated) between Meineke Car Care Centers, Inc., and Meineke Canada Inc.
- (Y) Consent to Use of Trade-Mark dated July 11, 2000, between Meineke Car Care Centers, Inc., and Meineke Canada Inc.

- (Z) Consent to Use of Name dated July 11, 2000, between Meineke Car Care Centers, Inc., and Meineke Canada Inc.
- (AA) Consent to Use of Trade-Mark dated 2003 between Meineke Car Care Centers, Inc., and Meineke Canada Inc.
- (BB) License Agreement between Meineke and Econo Lube relative to cobrand
- (CC) License between Econo Lube and franchisees to allow them to cobrand their facility using Meineke name
- (DD) Microsoft Software Licenses
- (EE) Software Customization and Licensing Agreement executed in 2001 between Execusys, Inc., and Meineke Car Care Centers, Inc.
- (FF) License Agreement dated February 23, 1996, between Maremont and Meineke Car Care Centers, Inc.
- (GG) License Agreement dated February 1996 between ACCU Industries, Inc., and Meineke Car Care Centers, Inc.
- (HH) License Agreement dated February 28, 1996, between Hunter Engineering and Meineke Car Care Centers, Inc.
- (II) License Agreement dated February 29, 1996, between Quest Corp. and Meineke Car Care Centers, Inc.
- (JJ) Software License Agreement dated July 31, 1991, between SSA Acquisition Corporation and Meineke Car Care Centers, Inc.
- (KK) License Agreement dated February 1, 2002, between Activant (formerly CCITRIAD) and Meineke Car Care Centers, Inc.
- (LL) Photocopy Authorization License dated December 31, 2004, between Copyright Clearance Center, Inc., and Meineke Car Care Centers, Inc.
- (MM) License Agreement dated April 26, 2004, between Mitchell Repair Information Company, LLC, and Meineke Car Care Centers, Inc.
- (NN) GeoVue Product and Services End-User License Agreement (Dated 7/1/2005)
- (OO) Master Services Agreement dated February 14, 2006 between Fluency Media, LLC and Maaco Enterprises, Inc.
- (PP) Software License Agreements for the use by franchisees of Maaco Polaris 2000.
- (QQ) Commercial Promotion Music Synchronization License dated March 1, 2008 between Southern Music Publishing Co. Inc. and Maaco Enterprises, Inc.
- (RR) Television Synchronization License dated March 1, 2008 between Jerry Bock Enterprises and Maaco Enterprises, Inc.
- (SS) Agreement dated March 1, 2008 between R & H Music on behalf of Mayerling Productions, Ltd. and Maaco Enterprises, inc.
- (TT) Lorel Marketing Group Project Description dated September 12, 2007 between Lorel Marketing Group, LLC and Maaco Enterprises, Inc.
- (UU) Letter dated July 8, 2008 between Lorel Marketing Group, LLC and Maaco Enterprises, Inc. re: Musician's Residuals Understanding.
- (VV) Thirty five (35) user licenses with Great Plains (Microsoft Dynamics) and ancillary products for accounting purposes.
- (WW) License Agreement dated January 1, 1992, between Canada and MAACO Systems, Inc., as amended.
- (XX) The attached franchise agreements.