

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
Heartland Automotive Services II, Inc.		01/30/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Dymas Funding Company, LLC		
Street Address:	One North Franklin Street		
Internal Address:	Thirty-Fifth Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2574722	SERVICE ALERT	
CORRESPONDENCE DATA			
Fax Number:	(713)229-7958		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	713-229-4058		
Email:	houtmdpt@bakerbotts.com		
Correspondent Name:	Reagan Harris Fibbe		
Address Line 1:	910 Louisiana		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	078844.0101		
NAME OF SUBMITTER:	Reagan Harris Fibbe		
Signature:	/Reagan Fibbe/		

CH \$40.00 2574722

Date:

02/03/2009

Total Attachments: 3

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**ASSIGNMENT FOR SECURITY
(TERM LOAN B)**

TRADEMARKS

WHEREAS, HEARTLAND AUTOMOTIVE SERVICES II, INC., a Delaware corporation (the "Assignor"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule IA, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement (Term Loan B), dated as of January 30, 2009 (the "Security Agreement"), in favor of Dymas Funding Company, LLC, in its capacity as Administrative Agent for certain lenders (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

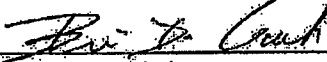
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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

IN WITNESS WHEREOF, the Assignor has caused this Assignment for Security (Term Loan B) to be duly executed by its officer thereunto duly authorized as of January 30, 2009.

HEARTLAND AUTOMOTIVE SERVICES II, INC.

By: 
Name: Brian D. Clark
Title: Vice President, Treasurer and Assistant Secretary

Signature Page to Assignment for Security (Term Loan B)

**SCHEDULE 1A
TO ASSIGNMENT FOR SECURITY (TERM LOAN B)**

Trademarks and Trademark Applications

<u>Mark</u>	<u>Owner</u>	<u>Registration Date</u>	<u>Registration No.</u>
Service Alert	Heartland Automotive Services II, Inc.	5/28/2002	2,574,722