

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Heartland Automotive Services II, Inc.		01/30/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jiffy Lube International, Inc.		
<b>Street Address:</b>	P.O. Box 4427		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77210		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2574722	SERVICE ALERT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(713)229-7958		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	713-229-4058		
<b>Email:</b>	houtmdpt@bakerbotts.com		
<b>Correspondent Name:</b>	Reagan Harris Fibbe		
<b>Address Line 1:</b>	910 Louisiana		
<b>Address Line 4:</b>	Houston, TEXAS 77002		
<b>ATTORNEY DOCKET NUMBER:</b>	078844.0103		
<b>NAME OF SUBMITTER:</b>	Reagan Harris Fibbe		
<b>Signature:</b>	/Reagan Fibbe/		
<b>Date:</b>	02/05/2009		

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Total Attachments: 3  
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## ASSIGNMENT FOR SECURITY

### 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, dated as of January 30, 2009 (the "Security Agreement"), in favor of Jiffy Lube International, Inc. (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee 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 goodwill 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 a continuing security interest in the Collateral to secure the prompt payment, performance and 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.

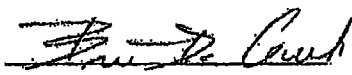
Notwithstanding anything herein to the contrary, the Liens (as defined in the Security Agreement) granted to the Assignee pursuant to this Assignment of Security and the exercise of any right or remedy by the Assignee hereunder are subject to the provisions of the Royalty Subordination Agreement (as defined in the Security Agreement). In the event of any conflict or inconsistency between the provisions of the Royalty Subordination Agreement and this Assignment for Security, the provisions of the Royalty Subordination Agreement shall control.

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

IN WITNESS WHEREOF, the Assignor has caused this Assignment for Security 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 Secretary

*Signature Page to Assignment for Security*

**SCHEDULE 1A  
TO ASSIGNMENT FOR SECURITY**

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

H-763598.3