

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
TRUCKPRO, INC.		07/01/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., as Administrative Agent
Street Address:	1300 East Ninth Street, 13th Floor
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3589823	AMERICA'S TRUCK PARTS PROFESSIONALS
Registration Number:	3497694	AMERICA'S TRUCK PARTS PROFESSIONALS
Registration Number:	2375419	T TRUCK PRO
Registration Number:	2428210	ARMADA
Registration Number:	2423086	ARMADA
Registration Number:	2371324	TRUCKPRO
Registration Number:	2222113	TRUCKPRO
Registration Number:	1071956	TRUCKPRO HEAVY DUTY PROFESSIONALS
Registration Number:	2059105	ARMADA
Registration Number:	2473093	WE ARE HEAVY DUTY

CORRESPONDENCE DATA

Fax Number: (312)863-7806
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-863-7198

OP \$265.00 3589823

Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1075.171
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	07/06/2010

Total Attachments: 5

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of July 1, 2010 is made by TRUCKPRO, INC., a Delaware corporation, located at 8110 Cordova Road, Suite 116, Cordova, Tennessee 38106 (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, as an administrative agent (the "Administrative Agent") for the several banks and other financial institutions (the "Lenders") time to time parties to the Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, as Borrower, the other Loan Parties party thereto (as defined in the Credit Agreement), the Lenders, and Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor and the other Loan Parties have executed and delivered a Security Agreement, dated as of the date hereof in favor of Administrative Agent (as amended, restated, supplement or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Administrative Agent for the benefit of Administrative Agent and the Secured Parties a continuing security interest in all intellectual property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Administrative Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to Administrative Agent for the benefit of Administrative Agent and the Secured Parties to secure payment, performance and observance of the Secured Obligations.

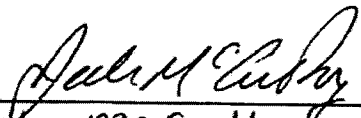
SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
duly executed and delivered by their respective officers on this 1st day of July, 2010.

TRUCKPRO, INC.
as Grantor

By: 
Name: Declan McCarthy
Title: Interim Chief Executive Officer

JPMORGAN CHASE BANK, N.A.
as Administrative Agent


By: _____
Name: David Waugh
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 1st day of July, 2010.

TRUCKPRO, INC.
as Grantor

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent

By:  _____
Name: David Waugh
Title: Vice President

SCHEDULE A

U.S. Trademark Registrations and Applications

Mark	Registration Number	Date
America's Truck Parts Professionals	3589823	03/17/09
America's Truck Parts Professionals	3497694	09/09/08
T Truck Pro	2375419	08/08/00
Armada	2428210	02/13/10
Armada	2423086	01/23/01
TruckPro	2371324	07/25/00
TruckPro	2222113	02/09/99
TruckPro Heavy Duty Professionals	1071956	08/23/77
Armada	2059105	05/06/97
We Are Heavy Duty	2473093	07/31/01