

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
SDA, Inc.	FORMERLY Autobacs Strauss, Inc.	10/06/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	NewAlliance Bank		
Street Address:	195 Church Street		
City:	New Haven		
State/Country:	CONNECTICUT		
Postal Code:	06510		
Entity Type:	Chartered Bank: CONNECTICUT		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1478109	R & S STRAUSS	
Registration Number:	2000821	STRAUSS DISCOUNT AUTO	
Registration Number:	1407450	ULTRA ENERGY	
Serial Number:	77817591	STRAUSS AUTO AUTOBACS GROUP	
CORRESPONDENCE DATA			
Fax Number:	(617)742-2355		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-742-4200		
Email:	trademark@riw.com		
Correspondent Name:	Stacey C. Friends, Esq.		
Address Line 1:	100 North Washington Street		
Address Line 2:	6th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02114-2128		
ATTORNEY DOCKET NUMBER:	10693-3		

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**TRADEMARK
 REEL: 004293 FRAME: 0024**

NAME OF SUBMITTER:	Stacey C. Friends, Esq.
Signature:	/stacey c. friends/
Date:	10/08/2010
Total Attachments: 6 source=TM SECURITY AGREEMENT (00121325)#page1.tif source=TM SECURITY AGREEMENT (00121325)#page2.tif source=TM SECURITY AGREEMENT (00121325)#page3.tif source=TM SECURITY AGREEMENT (00121325)#page4.tif source=TM SECURITY AGREEMENT (00121325)#page5.tif source=TM SECURITY AGREEMENT (00121325)#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is entered into as of October 3, 2010, effective and delivered on October 6, 2010, by and between SDA, Inc. (formerly known as Autobacs Strauss Inc.), a Delaware corporation, having its principal place of business at 9 A Brick Plant Road, South River, New Jersey 08882 (the "**Borrower**"), and NewAlliance Bank, a Connecticut state chartered bank, acting through its NewAlliance Commercial Finance Operating Division, with a usual place of business at 195 Church Street, New Haven, Connecticut 06510 (the "**Lender**").

NOW THEREFORE, in consideration of the premises, Borrower hereby agrees with Lender as follows:

1. **Grant of Security Interest.** Borrower hereby grants to Lender a first priority security interest in, and conditionally assigns, but does not transfer title to Lender, all of Borrower's right, title and interest in and to the following (collectively, the "**Collateral**") to secure payment and performance of all obligations of Borrower to Lender, whether such obligations are direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including without limitation, all obligations of Borrower owing to Lender arising pursuant to a Credit and Security Agreement of even date by and between Borrower and Lender (the "**Loan Agreement**") (collectively, the "**Obligations**").

The Collateral shall consist of the following:

(a) Each of the trademarks, and rights and interests protectible as trademarks, which are presently, or in the future may be, owned, created, acquired or used (whether pursuant to a license or otherwise) by Borrower, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(b) All of Borrower's right, title and interest, in and to the trademarks and trademark registrations listed on Schedule A attached hereto, as the same may be updated hereafter from time to time;

(c) All of Borrower's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country, and to apply for, renew and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Borrower or in the name of Lender for past, present and future infringements of the trademarks, registrations or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(d) All general intangibles and goodwill relating to the Collateral; and

payments under insurance, or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

2. Warranties and Representations. Borrower hereby warrants and represents to Lender the following:

(a) A true and complete schedule setting forth all federal and state trademark registrations owned or controlled by Borrower or licensed to Borrower, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule A;

(b) Each of the trademarks and trademark registrations is valid and enforceable, and Borrower is not presently aware of any past, present or prospective claim by any third party that any of the trademarks are invalid or unenforceable, or that the use of any trademarks violates the rights of any third person, or of any basis for any such claims;

(c) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the trademarks and trademark registrations free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, shop rights and covenants by Borrower not to sue third persons;

(d) Borrower has used and will continue to use proper statutory notice in connection with its use of each of the trademarks;

(e) Borrower has used and will continue to use consistent standards of high quality (which may be consistent with Borrower's past practices) in the manufacture, sale and delivery of products and services sold or delivered under or in connection with the trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of the trademarks;

(f) Except for the filing of financing statements with the Secretary of State, Dover, Delaware, under the Uniform Commercial Code and filings with the United States Patent and Trademark Office necessary to perfect the security interests created hereunder, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Borrower of the security interest hereunder or for the execution, delivery or performance of this Agreement by Borrower or for the perfection of or the exercise by Lender of its rights hereunder to the Collateral in the United States.

3. After-Acquired Trademark Rights. If Borrower shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Borrower shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Borrower shall bear any expenses incurred in connection with future applications for trademark registration.

4. Litigation and Proceedings. Borrower shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings or other actions for infringement or other damages as are in its

reasonable business judgment necessary to protect the Collateral. Borrower shall provide to Lender any information with respect thereto requested by Lender. Lender shall provide at Borrower's expense all necessary cooperation in connection with any such suit, proceeding or action, including, without limitation, joining as a necessary party. Following Borrower's becoming aware thereof, Borrower shall notify Lender of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state or foreign court regarding Borrower's claim of ownership in any of such trademarks, its right to apply for the same, or its right to keep and maintain such trademark rights.

5. Power of Attorney. Borrower grants Lender power of attorney, having the full authority, and in the place of Borrower and in the name of Borrower, from time to time in Lender's discretion to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this Agreement, which power of attorney may only be utilized by Lender upon an Event of Default which is continuing under the Loan Agreement, including, without limitation:

(a) To endorse Borrower's name on all applications, documents, papers and instruments necessary for Lender to use or maintain the Collateral;

(b) To ask, demand, collect, sue for, recover, impound, receive and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral;

(c) To file any claims or take any action or institute any proceedings that Lender may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce Lender's rights with respect to any of the Collateral and to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to any person.

7. Reserved.

8. Events of Default. The occurrence and continuance of an Event of Default under the Loan Agreement shall be considered an Event of Default hereunder. In the event of a conflict between this Agreement and the Loan Agreement, the terms and provisions of the Loan Agreement shall control.

9. Specific Remedies. Upon the occurrence of any Event of Default, Lender shall have all of the rights and remedies as set forth in the Loan Agreement.

10. Governing Law. All acts and transactions hereunder and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

11. Capitalized Terms. Any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

IN WITNESS WHEREOF, the Borrower and Lender have caused this Trademark Security Agreement to be executed by their duly authorized officers as of the date first above written.

BORROWER:

SDA, INC.

By: 
Name: Glenn Langberg
Title: Chief Executive Officer

LENDER:

NEWALLIANCE BANK

By: _____
Name: Andrew H. Moser
Title: President

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By: _____

Name: Glenn Langberg

Title: Chief Executive Officer

LENDER:

NEWALLIANCE BANK

By: _____ 

Name: Andrew H. Moser

Title: President

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**SCHEDULE A
TO A TRADEMARK SECURITY AGREEMENT
BETWEEN
AUTOBACS STRAUSS INC. (BORROWER)
AND
NEWALLIANCE BANK (LENDER)
DATED: OCTOBER 3, 2010, EFFECTIVE
OCTOBER 6, 2010**

REGISTERED TRADEMARKS (USA)

Trademark	Registration Number	Registration Date
R & S Strauss	1,478,109	February 23, 1988
Strauss Discount Auto	2,000,821	September 17, 1996
Ultra Energy	1,407,450	September 2, 1986

REGISTRATION PENDING FOR TRADEMARKS (USA)

Trademark	Registration Number	Registration Date
Strauss Auto Autobacs Group & Design	77/817,591	September 1, 2009