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
Capital Automotive LLC		03/11/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Barclays Bank PLC, as Administrative Agent
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Public Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3398473	CARS
Registration Number:	3288256	CARS

CORRESPONDENCE DATA

Fax Number: (212)504-6666
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-504-6526
Email: anna.erenburg@cwt.com
Correspondent Name: Anna Erenburg
Address Line 1: Cadwalader, Wickersham & Taft LLP
Address Line 2: One World Financial Center
Address Line 4: New York, NEW YORK 10281

NAME OF SUBMITTER:	Anna Erenburg
Signature:	/Anna Erenburg/
Date:	03/28/2011

CH $65.00 3398473

Total Attachments: 4
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SHORT FORM TRADEMARK SECURITY AGREEMENT

THIS SHORT FORM TRADEMARK SECURITY AGREEMENT, dated as of March 11, 2011, is made by and between CAPITAL AUTOMOTIVE LLC, a Delaware limited liability company (the "Grantor"), and BARCLAYS BANK PLC, whose address is 745 Seventh Avenue, New York, New York 10019, as Administrative Agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions (the "Lenders") from time to time parties to the Amended and Restated Credit Agreement, dated as of March 11, 2011 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") and the Amended and Restated Guarantee and Collateral Agreement, dated as of March 11, 2011 (as amended, supplemented or otherwise modified from time to time, the "Guarantee Agreement") and the Secured Parties (as defined in the Guarantee Agreement).

WHEREAS, the Grantor, together with other grantors, entered into that certain Guarantee Agreement in favor of the Administrative Agent for the ratable benefit of the Secured Parties.

WHEREAS, pursuant to that certain Guarantee Agreement, the Grantor has granted to the Administrative Agent for the benefit of the Secured Parties a security interest in and a lien on, *inter alia*, all of the Grantor's right, title and interest in and to all Trademarks and Trademark Licenses constituting Collateral (the "Trademark Collateral"); and

WHEREAS, the Grantor and Administrative Agent desire to record the Grantor's grant of the security interest in the Trademark Collateral to the Administrative Agent with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used but not defined herein are defined in the Credit Agreement and in the Guarantee Agreement, as applicable.

Section 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent for the ratable benefit of the other Secured Parties a security interest in and a lien on, with a priority set forth in Section 4.3 of the Guarantee Agreement, all of such Grantors' right, title and interest to the Trademark Collateral and all goodwill associated therewith, in each case whether now owned or existing or hereafter acquired by such Grantor or in which such Grantor now or at any time in the future may acquire any right, title or interest, including but not limited to the Trademarks listed on Schedule A attached hereto.

Section 3. Authorization to Supplement. The Grantor hereby authorizes the Administrative Agent to unilaterally modify this Short Form Trademark Security Agreement by amending Schedule A to include any future Trademark Collateral of the Grantor. Notwithstanding the foregoing, no failure to

so modify this Short Form Trademark Security Agreement or amend Schedule A shall in any way affect, invalidate or detract from the Administrative Agent's or the other Secured Parties' continuing security interest in all Trademark Collateral, whether or not listed on Schedule A.

Section 4. Pledge and Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent and other Secured Parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Short Form Trademark Security Agreement is deemed to conflict with the Guarantee Agreement, the provisions of the Guarantee Agreement shall control.

Section 5. Counterparts. This Short Form Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute but one and the same instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

Section 6. No Oral Modifications. This Short Form Trademark Security Agreement may not be amended or modified, except in writing and signed by the party against whom enforcement of any change is sought.

Section 7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(Remainder of page intentionally left blank; signature page follows)

IN WITNESS WHEREOF, the Grantor has duly executed this Short Form Trademark Security Agreement, or has caused it to be executed and delivered by its duly authorized officer, as of the date first set forth above.

CAPITAL AUTOMOTIVE LLC,
a Delaware limited liability company

By: CAPITAL AUTOMOTIVE REAL ESTATE SERVICES, INC.,
a Delaware corporation,
its Company Manager

By: _____
Name:
Title DAVID S. KAY
Executive Vice President,
Chief Financial Officer & Treasurer

SHORT FORM TRADEMARK SECURITY AGREEMENT

SCHEDULE A
TRADEMARKS

Mark	Registration No.	Registration Date	Country	Owner/Registrant
CARS & Design	3,398,473	March 18, 2008	USA	Capital Automotive LLC
CARS & Design	3,288,256	September 4, 2007	USA	Capital Automotive LLC