

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
H-1 Auto Care, LLC		10/12/2011	LIMITED LIABILITY COMPANY: NEVADA

RECEIVING PARTY DATA

Name:	SLC Capital Partners, L.P.
Street Address:	70 E. Main Street
City:	Moorestown
State/Country:	NEW JERSEY
Postal Code:	08057
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2890154	HONEST-1 AUTO CARE
Registration Number:	2823409	HOME OF HONEST MECHANICS
Registration Number:	3764176	H1 HONEST- 1 AUTO CARE
Registration Number:	3764177	H1 HONEST- 1 AUTO CARE
Registration Number:	3768330	H1 HONEST-1 AUTO CARE
Registration Number:	3772456	H1 HONEST- 1 AUTO CARE
Registration Number:	3700491	ECO-FRIENDLY AUTO CARE
Registration Number:	3564549	ECO-TUNEUP
Registration Number:	3628553	ECO 360
Registration Number:	3564580	ESA
Registration Number:	3394579	H1

CORRESPONDENCE DATA

Fax Number: (202)628-8844

900204564

**TRADEMARK
 REEL: 004641 FRAME: 0178**

OP \$290.00 2890154

Phone: (202) 624-2500

Email: jcieplak@crowell.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Crowell & Moring LLP

Address Line 1: 1001 Pennsylvania Avenue, N.W.

Address Line 2: Jenny E. Cieplak, Esquire

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	106372.0000001
NAME OF SUBMITTER:	Jenny Cieplak
Signature:	/Jenny Cieplak/
Date:	10/13/2011

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") dated as of October 12, 2011 by and among by and between H-1 Auto Care, LLC, a Nevada limited liability company ("Grantor") and SLC Capital Partners, L.P., a Delaware limited partnership (the "Holder").

WITNESSETH:

WHEREAS, the Holder has advanced the sum of \$1,100,000 to Grantor under the Senior Secured Promissory Note dated as of the date hereof (the "Note") in order to finance Grantor's operations, including the redemption of certain membership interests in Grantor pursuant to that certain Redemption Agreement, dated as of the date hereof, by and among Grantor, Gary Messer and Linda Messer, and certain other transaction related expenses of Grantor;

WHEREAS, to secure the due and punctual payment and performance when due of all amounts and other Obligations (as defined in the Security Agreement) to be paid or performed by the Grantor under the Note and the Guaranty, as applicable, the Grantor has agreed to grant a security interest in the assets of the Grantor as more fully set forth in the security agreement by and between the Grantor and the Holder of even date herewith (the "Security Agreement"). Capitalized terms used and not defined herein have the meanings set forth in the Security Agreement;

WHEREAS, it is a condition precedent to the Holder advancing funds under the Note that the Intellectual Property of Grantor shall be pledged as collateral to secure the Grantor's performance of its obligations under the Note, as more fully set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. To secure the payment and performance of any and all Obligations of the Grantor, Grantor grants and pledges to Holder a security interest in all of Grantor's rights, title and interest in, to and under its Intellectual Property listed on Schedule A hereto and all Proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

2. This security interest is granted in conjunction with the security interest granted to Holder under the Security Agreement. The rights and remedies of Holder with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement, and those which are now or hereafter available to Holder as a matter of law or equity. Each right, power and remedy of Holder provided for herein or in the Security Agreement, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall be in addition

to every right, power or remedy provided for herein and the exercise by Holder of any one or more of the rights, powers or remedies provided for in this Agreement or the Security Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any Person, including the Holder, of any or all other rights, powers or remedies.

3. Grantor also hereby authorizes the Holder to file any documents with the United States Patent and Trademark Office or any foreign equivalents of the foregoing without the signature of such Grantor to the extent permitted by applicable law and in compliance with the terms of this Agreement with respect to the Intellectual Property.

4. Grantor represents and warrants that Schedule A attached hereto sets forth any and all Intellectual Property rights in connection to which Grantor owns, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, or any foreign equivalents of the foregoing.

5. As used herein, the term "Intellectual Property" includes all of the rights, title and interest of Grantor in any intellectual property or proprietary rights in any jurisdiction, whether registered or unregistered, including such rights in and to: (a) trademarks and pending trademark applications, trade dress, service marks, certification marks, logos, domain names, uniform resource locators, trade names and fictional business names, together with all translations, adaptations, derivations and combinations and like intellectual property rights, together with all goodwill associated with the foregoing (collectively, "Trademarks"), (b) issued patents and pending patent applications, and any and all divisions, continuations, continuations-in-part, reissues, renewals, provisionals, continuing patent applications, reexaminations, and extensions thereof, any counterparts claiming priority therefrom, utility models, patents of importation/confirmation, certificates of invention, certificates of registration and like rights, inventions, invention disclosures, discoveries and improvements, whether or not patentable (collectively, "Patents"), (c) works of authorship, all copyrightable works (including Software) and all copyrights including all applications, registrations and renewals thereof, and all rights corresponding thereto, (d) trade secrets (including those trade secrets defined in the Uniform Trade Secrets Act promulgated by the National Conference of Commissioners on Uniform State Laws in 1979, as amended and under corresponding foreign statutory and common Law), business, technical and know-how information, non-public information, and confidential information and rights to limit the use or disclosure thereof by any Person, (e) mask works, (f) moral rights, (g) claims, causes of action or defenses relating to the enforcement of any of the foregoing, and (h) all copies and tangible embodiments of any of the foregoing in whatever form or medium, in each case, as any of the foregoing relates to, is useful in the use of, or arises out of the intellectual property set forth in Schedule A.

6. Sections 6 through 24 of the Security Agreement, *mutatis mutandis*, are hereby incorporated by reference into this Agreement and made equally applicable hereto.

IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Security Agreement to be duly executed as of the date first set forth above.

HOLDER:

SLC CAPITAL PARTNERS, L.P.

By: SLC Capital Partners GP, LLC

Its: General Partner

By: _____

Name: Samuel Shiner

Title: Managing Director

GRANTOR:

H-1 AUTO CARE, LLC

By: _____

Name:

Title:

NYACTIVE-12190273.3

TRADEMARK

REEL: 004641 FRAME: 0182

IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Security Agreement to be duly executed as of the date first set forth above.

HOLDER:

SLC CAPITAL PARTNERS, L.P.

By: SLC Capital Partners GP, LLC
Its: General Partner

By: _____
Name: Samuel Shimer
Title: Managing Director

GRANTOR:

H-1 AUTO CARE, LLC

By: _____
Name: JOHN F. KEILY
Title: CEO

SCHEDULE A

INTELLECTUAL PROPERTY

Mark	Application Date	Serial Number	Registration Date	Registration Number
Honest-1 Auto Care (*)	August 16, 2002	78/155,014	September 28, 2004	2,890,154
Home of Honest Mechanics (*)	April 3, 2003	78/233,674	March 16, 2004	2,823,409
Honest-1 Auto Care (Logo on Cover Page)	June 6, 2008	77/493,364 77/493,371	March 23, 2010 March 23, 2010	3,764,176 3,764,177
Honest-1 Auto Care (Logo with words on side)	June 6, 2008	77/493,349 77/493,354	March 30, 2010 April 6, 2010	3,768,330 3,772,456
Eco-Friendly Auto Care (+)	June 19, 2008	77/503,541	October 20, 2009	3,700,491
Eco-TuneUp	June 19, 2008	77/503,545	January 20, 2009	3,564,549
Eco 360	June 19, 2008	77/503,547	May 26, 2009	3,628,553
ESA	June 27, 2008	77/509,726	January 20, 2009	3,564,580
Cartoon Garage Mechanic with HI on cap (**)	July 10, 2007	77/226,203	March 11, 2008	3,394,579

(*) An assignment of these Marks was made to Grantor on July 19, 2007.