

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
ECKLER INDUSTRIES, INC.		03/21/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GENERAL ELECTRIC CAPITAL CORPORATION, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3207448	CARDINAL	
Registration Number:	3376310	CLASSIC UPGRADZ	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7806		
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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:	3972.022		
NAME OF SUBMITTER:	Nancy Brougher		
Signature:	/njb/		

OP \$65.00 3207448

TRADEMARK

Date:

03/21/2012

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT (SUPPLEMENTAL)

TRADEMARK SECURITY AGREEMENT (SUPPLEMENTAL), dated as of March 21, 2012 (this "Trademark Security Agreement"), by **ECKLER INDUSTRIES, INC.**, a Delaware corporation ("Grantor"), in favor of **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of June 30, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, certain affiliates of Grantor party thereto, the Lenders and the L/C Issuers from time to time party thereto and Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, Agent and Lenders have agreed to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and certain of its affiliates have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guaranty and Security Agreement dated as of June 30, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of the Secured Parties, this Trademark Security 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral");

(a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or reasonably desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[signature page follows]

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

ECKLER INDUSTRIES, INC.,
as Grantor

By: [Signature]
Name: David J. L.
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: _____
Name: _____
Title: _____

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

ECKLER INDUSTRIES, INC.,
as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent**

By: Shannon C. Fritz
Name: Shannon C. Fritz
Title: Duly Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

A. REGISTERED TRADEMARKS

No.	Registrant/ Applicant/ Assignee of Security Interest	Trademark	Registration/ Serial Number	Registration/ Filing Date
1.	Eckler Industries, Inc.	CARDINAL	3207448	02/13/07
2.	Eckler Industries, Inc.	CLASSIC UPGRADZ	3376310	01/29/08

B. TRADEMARK APPLICATIONS

None.

C. IP LICENSES

General Motors License Agreement, dated as of February 28, 2011, by and between General Motors LLC and Grantor; Non-Exclusive Trademark License Agreement, dated January 1, 2010, by and between Ford Motor Company and Grantor; General Motors Service Parts Operations License Agreement, dated December 10, 2002, by and between General Motors Corporation and Rick's First Generation d/b/a Rick's First Generation Camaro, as amended by the First Amendment dated March 28, 2007, and as amended and assigned to Grantor by the Second Amendment dated October 3, 2007.