FORM PTO-1594 (Rev. 6-93) C MRD R' 12-08-1998 ... FORM COVER SHEET ...LY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94) 12-4-9

Tab settings ⇨ ⇨ ⇨ ▼

100917540

To the Honorable Commissioner ... e attached original documents or copy thereof.

1. Name of conveying party(ies):

ABRA Automotive Systems, Inc.
6601 Shingle Creek Parkway
Suite 200
Brooklyn Center, Minnesota 55430

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State MN
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

...and address of receiving party(ies)

Name: Heller Financial, Inc.

Internal Address: 500 West Monroe Street

Street Address:

City: Chicago State: IL ZIP: 60661

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State Delaware
☐ Other

If assignee is not domiciled in the United States, a domestic represetative designatio... is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Corrected Security Agreement cover sheet to delete registration #1317738 recorded on Reel 1748, frame 0669

Execution Date: 6-30-98

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,371,738

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: LaShana C. Jimmar

Internal Address: Paul, Hastings, Janofsky & Walker, LLP

Street Address: 600 Peachtree Street, N.E. Suite 2400

City: Atlanta State: GA ZIP: 30308-2222

6. Total number of applications and registrations involved: .....

7. Total fee (37 CFR 3.41).....$ 40.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

12/07/1998 DNGUYEN 00000175 1371738
01 FC:481 40.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy c... the original document.

LaShana C. Jimmar
Name of Person Signing

LaShana Jimmar
Signature

12-3-98
Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK
REEL: 1823 FRAME: 0498

TRADEMARK SECURITY AGREEMENT

WHEREAS, ABRA Automotive Systems, Inc., a Minnesota corporation ("Grantor"), owns the Trademarks and applications for Trademarks listed on Schedule 1 annexed hereto; and

WHEREAS, ABRA, Inc., a Minnesota corporation (the "Borrower") and Heller Financial, Inc. ("Agent") are parties to a Credit Agreement dated June 30, 1998 (as same may be amended, restated, modified and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Borrower by Agent and certain other financial institutions that may from time to time become parties thereto as Lenders; and

WHEREAS, pursuant to the terms of the Subsidiary Security Agreement dated as of June 30, 1998 (as the same may be amended, restated, modified and in effect from time to time, the "Security Agreement") between Grantor, the other Debtors party thereto and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Subsidiary Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all Secured Obligations (as defined in the Subsidiary Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark and application for Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(2) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

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

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the 30th day of June, 1998.

ABRA AUTOMOTIVE SYSTEMS, INC.

By: _____
Name: Duane A Rouse
Title: Senior VP + CFO

Acknowledged:

HELLER FINANCIAL, INC., as Agent

By: _____
Name: William P. Watkins
Title: Vice President

ACKNOWLEDGMENT

STATE OF Illinois)
) ss.
COUNTY OF Cook)

On the 26th day of June, 1998 before me personally appeared Duane A. Rouse, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Sr. VP & CFO of ABRA Automotive Systems, Inc. who being by me duly sworn, did depose and say that he/she is Sr. VP & CFO of ABRA Automotive Systems, Inc., the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he/she signed his/her name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

OFFICIAL SEAL
RHONDA M SCHEIDT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/05/01

Rhonda M. Scheidt
Notary Public

{Seal}
My commission expires: 2/5/2001

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On the 26th day of June, 1998 before me personally appeared William P. Watkins, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Vice President of Heller Financial, Inc. who being by me duly sworn, did depose and say that he/she is Vice President of Heller Financial, Inc., the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he/she signed his/her name thereto by like order; and that he/she acknowledged said instrument to be the free act and deed of said corporation.

OFFICIAL SEAL
RHONDA M SCHEIDT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/05/01

Rhonda M. Scheidt
Notary Public

{Seal}
My commission expires: 2/5/2001

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

SERVICE MARKS

NUMBER	CLASS	DESCRIPTION	REGISTRATION DATE	RENEWAL DATE	PURPOSE
1,371,738	U.S. Class: 103 International Class: 37	ABRA AND DESIGN	11/19/85	11/19/05	Vehicle body repair, maintenance, refinishing and painting services
1,376,292	U.S. Class: 103 International Class: 37	ABRA AND DESIGN Auto Body Refinishers of America	12/17/85	12/17/05	Vehicle body repair, maintenance, refinishing and painting services

SERVICE MARK APPLICATIONS

SERIAL NO.	CLASS	MARK	FILING DATE	STATUS
75-287,470	U.S. Class: 100 International Class: 37	VALUE AUTO BODY AND PAINT	5/6/97	pending; approval for publication