

FORM PTO-1594 (modified)
(Rev 03/01)

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):
AUTOMOTIVE FRANCHISE SYSTEMS LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other: Michigan Limited Liability Company
 Additional conveying party(ies)

2. Name and address of receiving party(ies):

Name: **BANK ONE N.A.**

Street Address: **28660 Northwestern Highway**
Mail Code Mi1-8937

City: **Southfield** State: **MI** Zip: **48034**

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other: National Banking Association
 If assignee is not domiciled in the United States, a domestic representative designation 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
 Execution Date: December 4, 2003

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

A. Trademark Application No.(s)
76481402, 76498542

B. Trademark Registration No.(s)
2331849, 2326001, 2387709, 2641638,
2461639, 2661301

Additional number(s) attached Yes No

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

Name: **Paul J. Astolfi, Esq.**
Internal Address: **FOLEY & LARDNER**
Street Address: **150 West Jefferson, Suite 1000**
City: **Detroit** State: **MI** Zip: **48226**

6. Total number of applications and registrations involved: **8**

7. Total fee (37 C.F.R. § 3.41): **\$215.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
06-1447

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 of the original document.

Paul J. Astolfi *Paul J. Astolfi* **12/15/03**

Name of person signing Signature Date

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

CH \$215.00 061447 76481402

TRADEMARK SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of December 4, 2003 between Automotive Franchise Systems LLC, a Michigan limited liability company (the "Debtor"), and Bank One N.A., a national banking association (the "Secured Party").

Debtor and Secured Party hereby agree as follows:

SECTION 1. Definitions; Interpretation.

(a) Terms Defined in Credit and Term Loan Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Credit and Term Loan Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Credit and Term Loan Agreement" means that certain Credit and Term Loan Agreement, dated as of the date hereof, between Debtor and Secured Party.

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of Michigan.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Credit and Term Loan Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the obligations under the Credit and Term Loan Agreement, Debtor hereby grants to Secured Party a security interest in, and a mortgage upon, all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. Supplement to Credit and Term Loan Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Credit and Term Loan Agreement or other security documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit and Term Loan Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties. Debtor represents and warrants to Secured Party that:

(a) Trademarks. A true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations or applications owned by Debtor, in whole or in part, is set forth in Schedule A.

SECTION 5. Further Acts. On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and

documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Debtor. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If the Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Debtor shall immediately notify Secured Party in a writing signed by the Debtor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

SECTION 6. Authorization to Supplement. If Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Debtor's obligations under this Section 6, Debtor authorizes Secured Party to modify this Agreement by amending Schedule A to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

SECTION 7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Credit and Term Loan Agreement.

SECTION 8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Michigan.

SECTION 9. Entire Agreement: Amendment. This Agreement and the Credit and Term Loan Agreement, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Credit and Term Loan Agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Credit and Term Loan Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this

Agreement is to add to, and not detract from, the rights granted to Secured Party under the Credit and Term Loan Agreement.

SECTION 10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 11. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

SECTION 12. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

SECTION 14. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Credit and Term Loan Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

**AUTOMOTIVE FRANCHISE SYSTEMS
LLC,**

a Michigan limited liability company

By: [Signature]
Title: Chief Operating Officer

BANK ONE N.A.

a national banking association

By: [Signature]
Title: First Vice President

SCHEDULE A
to the Trademark Security Agreement
Debtor: Automotive Franchise Systems LLC

U.S. Trademarks of Debtor

Registration No.	Registration Date	Registered Owner	Mark
2331849	3/21/2000	AutoQual USA	"AUTOQUAL USA" with LOGO
2326001	3/7/2000	AutoQual USA	"AUTOQUAL USA" words only
2387709	9/19/2000	AutoQual USA	"Dealer must Remove Protective Cover" in form of rectangle design and words AutoQual USA within a design comprising an automobile and flag within a circle
2641638	10/29/2002	AutoQual USA	"Dealer Must Remove Protective Cover" repeated in the form of a rectangle design, based on 2387709
2461639	10/29/2002	AutoQual USA	"Dealer Must Remove Protective Cover" repeated in the form of a rectangle design, based on 2387709
2661301	12/17/2002	AutoQual USA	Words "Dealer Must Remove Protective Cover" repeated in form of a design AND the words "AutoQual USA" and design as part of the "O" in "Cover"

Pending U.S. Trademark Applications of Debtor

Application No.	Filing Date	Applicant	Mark
76481402	1/10/2003	Ad-Mats, Inc.	"Marketing Mats" and "USA"
76498542	3/19/2003		"CleanQual USA" words only