

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Used-Car-Parts.Com, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 09/29/2003

2. Name and address of receiving party(ies)

Name: The Bank of Kentucky, Inc.

Internal

Address: _____

Street Address: 111 Lookout Farm Drive

City: Crestview Hills State: KY Zip: 41017

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Kentucky
- Other _____

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

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

A. Trademark Application No.(s) 76/508,602

B. Trademark Registration No.(s) 2,674,688,
1,682,685, and 2,570,701

Additional number(s) attached Yes No

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

Name: Kathryn E. Smith, Esq.

Internal Address: Wood, Herron & Evans, L.L.P.

2700 Carew Tower

Street Address: 441 Vine Street

City: Cincinnati State: OH Zip: 45202-2917

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

23-3000

DO NOT USE THIS SPACE

9. Signature.

Kathryn E. Smith
Name of Person Signing


Signature

March 10, 2004

Date

Total number of pages including cover sheet, attachments, and document: 11

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$115.00 233000 76508602

FINANCING STATEMENT - SECURITY AGREEMENT

The Borrower, USED-CAR-PARTS.COM, INC., 1980 Highland Avenue, Fort Wright, Kentucky 41017, and THE BANK OF KENTUCKY, INC., 111 Lookout Farm Drive, Crestview Hills, Kentucky 41017, hereby agree as follows:

1. Mortgage. The Borrower, in consideration of a loan to Borrower by Bank, in the amount of: REDACTED - AMOUNT #1 Dollars as evidenced by Borrower's note to Bank, of even date herewith (the "Note"), does hereby grant, transfer, assign and sell to the Bank, all of Borrower's right, title and interest in and to the property set forth on the attached Exhibit "A", including all additions, accessions, repairs and replacements thereto, and including the proceeds thereof (the "Collateral"). All Exhibits are incorporated herein by reference.

2. Borrower's Warranty. Borrower hereby agrees and warrants as to the personal property, fixtures and other collateral:

a. That it is the true and lawful owner of legal title in and to them and they are free and clear of all other liens, encumbrances and adverse claims of every kind and character whatsoever.

b. That it will promptly pay and discharge all indebtedness hereby secured and will well and faithfully keep and perform each and all of its promises, undertakings and warranties evidenced hereby.

c. That it will keep them in safe custody and will not abandon them; that it will not use nor permit them to be used for any unlawful purpose.

d. That it will not sell, assign, transfer, convey, mortgage, pledge or otherwise encumber, alienate or dispose of them, or any part thereof so long as any portion of the indebtedness hereby secured remains unpaid.

e. That at its own cost and expense it will keep and maintain them in good condition and repair, ordinary wear, tear and deterioration alone excepted. The Bank may inspect and examine them during normal business hours, wherever located, upon advance written request to Borrower.

f. That it will promptly pay all taxes levied or assessed upon or against them and pay and discharge all liens which may attach thereto.

g. That so long as any portion of the indebtedness hereby secured remains unpaid, at its own cost and expense it will effect and maintain on them in a good solvent insurance company or companies reasonably satisfactory to Bank, a policy or policies of insurance having loss clauses payable to Bank and Borrower, as their respective interests may appear. The policy or policies and shall be comprehensive in its or their terms of coverage and reasonably satisfactory in form and substance to Bank. Proceeds realized upon any such policy by reason of any loss or damage shall be applied at the Bank's option and election to repair of them or to payment of the indebtedness secured hereby.

h. That if Borrower should omit or fail to maintain insurance or to pay taxes or liens as hereinbefore provided or otherwise imperil Bank's interests hereunder, then Bank may, at

its option and election cause insurance to be effected and maintained and the taxes and liens to be paid and discharged, or otherwise protect its interests, and all sums and amounts so expended or incurred by Bank shall automatically become part of the indebtedness secured by this Agreement and by the mortgage and shall bear interest at the note rate from the date that the liabilities and/or expenses were incurred or paid by Bank. The Bank may make a written demand for the immediate payment of all or part of the cost or may increase the monthly payment or payments to recover the cost plus interest at the mortgage rate thereon.

i. That seizure of said chattel or chattels under execution, attachment or legal process, or the institution of bankruptcy or receivership proceedings, by or against Borrower, or the making of a general assignment for the benefit of its creditors shall constitute a breach and default by the Borrower hereunder.

j. That the Borrower will immediately notify the Bank in writing of any change in the Borrower's mailing address.

k. That at the request of the Bank, the Borrower will join with the Bank in executing one or more Financing Statements and/or Continuation Statements pursuant to the Uniform Commercial Code in form satisfactory to the Bank and will pay the cost of filing the same in all public offices wherever filing is deemed by the Bank to be necessary or desirable. Borrower further makes and constitutes Bank as Borrower's true and lawful attorney in fact to sign on behalf of Borrower any such financing statements or other forms or statements which Bank reasonably determines desirable to protect Bank's security interest.

3. Default by Borrower. Should Borrower omit or fail to pay any of the payments as required under the Note, or should Borrower omit or fail to promptly and faithfully keep, observe and perform any and all of his promises, agreements, covenants and warranties evidenced hereby for a period of more than ten (10) days after receipt of written notice from the Bank of such omission or failure, then, at Bank's option and election, the entire unpaid balance of the Note may be declared due and payable forthwith, and Bank may immediately proceed to enforcement of its rights and remedies hereunder.

4. Disposition of Mortgage Property. In the event of any default hereunder committed by the Borrower, Bank may immediately proceed to enforce its security interest by appropriate legal action, and process, or, at the Bank's election, Bank is hereby authorized and empowered to take possession of, move and sell, lease or otherwise deal with the Collateral in accordance with applicable law. The Bank may become the purchaser or lessee at any such sale or leasing, and out of the money arising from the sale or lease, the Bank may retain all costs, reasonable attorney's fees, charges for pursuing, searching for, taking, removing, keeping, storing, repairing, advertising and selling such property and the amount unpaid upon the obligations secured hereby, rendering the surplus arising from such sale to the Borrower or the person entitled thereto. If the Collateral does not sell or lease for a sum sufficient to satisfy the claims aforesaid, the Bank may recover the amount of such deficiency. Bank is entitled to recover from Borrower any expenses incurred or to be incurred by Bank to protect its security under this Agreement by reason of default by Borrower. The expenses include court costs and reasonable attorney's fees. All such expenses shall be considered

part of the indebtedness secured by this Agreement and shall bear interest from the date incurred or agreed to be incurred at the rate stated in the Note.

5. Waiver of Breach. Omission or failure of Bank to take advantage or to avail itself of any default or breach hereof committed by Borrower shall not constitute a waiver by Bank of such breach or default or of any subsequent breach or default committed by Borrower.

6. Binding. This Agreement shall bind the heirs, legatees, personal representatives, successors and/or assigns of each party to it.

7. Severability. The fact that any part of this Agreement is found to be unenforceable shall not affect the enforce-ability of any other part of this Agreement.

8. Remedies. The remedies provided in this Agreement are not exclusive. The remedies are cumulative to any other remedies which Bank may have.

9. UCC-1 Financing Statement. Borrower hereby authorizes Bank to file UCC-1 Financing Statements in all necessary jurisdictions.

DATED this 29th day of September, 2003.

BORROWER:
USED-CAR-PARTS.COM, INC.

By: [Signature]
Its: VICE-PRESIDENT

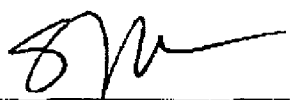
BANK:
THE BANK OF KENTUCKY, INC.

By: [Signature]
Its: VICE PRESIDENT

COMMONWEALTH OF KENTUCKY

COUNTY OF KENTON

The foregoing instrument was acknowledged before me on this 29th day of September, by Roger Schroder, as Vice President, of USED-CAR-PARTS.COM, INC., a Kentucky Corporation, for and on behalf of said Corporation.



NOTARY PUBLIC
My commission expires: 2/5/04
Kentucky State at Large

COMMONWEALTH OF KENTUCKY

COUNTY OF KENTON

The foregoing instrument was acknowledged before me on this 29th day of September, 2003, by William D. Dern as Vice President of THE BANK OF KENTUCKY, INC., a Kentucky banking corporation, for and on behalf of said corporation.



NOTARY PUBLIC
My commission expires: 2/5/04
Kentucky State at Large

EXHIBIT "A"

DEBTOR: USED-CAR-PARTS.COM, INC.
1980 Highland Pike
Fort Wright, Kentucky 41011

SECURED PARTY: THE BANK OF KENTUCKY, INC.
111 Lookout Farm Drive
Crestview Hills, Kentucky 41017

1. Collateral. The Financing Statement to which this EXHIBIT "A" is attached covers all of the Debtor's right, title and interest in all of the following property now owned or at any time hereafter acquired by Debtor or in which the Debtor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"):
- (a) all Accounts;
 - (b) all Chattel Paper, including Electronic Chattel Paper
 - (c) all Documents;
 - (d) all Equipment;
 - (e) all General Intangibles;
 - (f) all Goods;
 - (g) all Instruments;
 - (h) all Intellectual Property;
 - (i) all Inventory;
 - (j) all Investment Property;
 - (k) all Software
 - (l) all books, records and agreements pertaining to the Collateral; and
 - (m) to the extent not otherwise included, all Proceeds, products, additions, and accessions of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

2. Definitions. As used in this Exhibit "A", the following terms have the following meanings:

"Accounts": as defined in the Code as in effect on June 1, 2003.

"Chattel Paper": as defined in Code as in effect on June 1, 2003.

"Code": the Uniform Commercial Code as from time to time in effect in the Commonwealth of Kentucky.

"Copyrights": (i) all copyrights, whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, and (ii) all renewals thereof.

"Copyright Licenses": any written agreement naming the Debtor as licensor or licensee, granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any copyright.

"Documents": as defined in the Code as in effect on June 1, 2003.

"Equipment": as defined in the Code as in effect on June 1, 2003.

"General Intangibles": all "general intangibles" as such term is defined in the Code in effect on June 1, 2003, and, in any event, shall include, without limitation, any and all personal property, including things in action, other than accounts, chattel paper, commercial tort claims, deposit accounts, documents, goods, instruments, investment property, letter-of-credit, rights, letters of credit, money, and oil, gas or other minerals before extraction. The term includes payment intangibles and software.

"Goods": as defined in the Code as in effect on June 1, 2003. The term includes a computer program imbedded in goods and any supporting information provided in connection with a transaction with a transaction relating to the program if (i) the program is associated with the goods in such a manner that it customarily is considered part of the goods, or (ii) by becoming the owner of the goods, a person acquires a right to use the program with the goods.

"Instruments": as defined in the Code as in effect on June 1, 2003.

"Intellectual Property": the collective reference to the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the

Trademarks and the Trademark Licenses.

“Inventory”: as defined in the Code as in effect on June 1, 2003.

“Investment Property”: as defined in the Code as in effect on June 1, 2003.

“Patents”: (i) all letters patent of the United States or any other country, all reissues and extensions thereof and all goodwill associated therewith, and (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof.

“Patents License”: all agreements, whether written or oral, providing for the grant by or to the Debtor of any right to manufacture, use or sell any invention covered by Patent.

“Proceeds”: all “proceeds” as such term is defined in the Code in effect on June 1, 2003,

“Software”: as defined in the Code as in effect on June 1, 2003.

“Trademarks”: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired. all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark office or in any similar office or agency of the United States, and any state thereof or any other country or any political subdivision thereof. or otherwise, and (ii) all renewals thereof.

“Trademark License”: any agreement, whether written or oral, providing for the grant by or to the Debtor of any right to use any Trademark.

Item No.	Item Name	Class	Code	Description	Quantity	Unit Price	Total Price	Registration Date	Status
Checkmate	Computer programs and computer manuals for use in the field of automotive parts inventory control in International Class 9.	9	2797002	78/372631	1	1142003	2,674,088	1/4/2013	Registered
Checkmate & Design	Parts inventory management system	9	4/24/1996	72/795699	1	4/14/1992	1,682,695	4/14/2012	Registered
Interchange	Computer software for cross-matching vehicle parts of different manufacturers	9	7/24/1996	75/192244	1	9/18/1997	2,097,248	9/18/2007	Registered
InterChange - Canada	Computer software for cross-matching vehicle parts of different manufacturers	9			1				Pending
Interchange & Design	Computer software for cross-matching vehicle parts of different manufacturers, books and catalogs pre-recorded on optical discs and magnetized in the field of automotive products and manuals for use in research, sold together as a unit.	9	6/26/1996	75/122574	1	8/12/1997	2,087,383	8/12/2007	Registered
Order	Parts inventory management system via satellite network system	9			1				Pending
PartSaver	Hardware and software for use in transmission of automotive parts data, namely, for use in managing an inventory of recycled automotive parts via a computer network and for use in managing the order and	9	12/27/1999	75/1860730	1	5/21/2002		5/21/2012	Registered
Compass									Pending